

OFFICIAL AGENDA
TUESDAY December 8, 2020
Meeting Start Time: 9:30 a.m.
Board of County Commissioners
Yellowstone County, Montana
Stillwater Building
316 N. 26th Street, Room 3108
Billings, MT
9:00 a.m. Agenda Setting

Pledge to the Flag: Moment of Silence: Minutes

REGULAR AGENDA

MEETING UPDATE

In response to recent public health concerns surrounding COVID-19, Board of County Commissioner meetings will be held in a different format. Meetings may include virtual video conferencing to comply with social distancing guidelines.

In an effort to honor your right to participate and allow for public comment we have set up a conference call line. **Please dial (406) 256-2724 Conference ID 277 749 960#**

The public may comment during the specific public comment periods listed on the agenda. Please have your phone set to "mute" until the public comment period is open.

The B.O.C.C. regular meeting will be televised live on Community 7 TV. (Channel 7 or 507 on Spectrum Cable) Community 7 TV may be accessed and viewed online at www.comm7tv.com.

If you have questions please contact the B.O.C.C. office at (406) 256-2701 or the Clerk and Recorder at (406) 256-2787.

9:30 a.m. PRESENTATION

Beartooth RC&D Annual Report and Memorandum of Understanding between Yellowstone County, Big Sky Economic Development Authority, City of Billings, City of Laurel and Beartooth RC&D

9:30 a.m. BID OPENING

Bid Opening for Self Propelled Brooms for the Public Works Department

PUBLIC COMMENTS ON REGULAR AGENDA ITEMS

1. METRA PARK

- a. Master Plan
- b. MontanaFair
- c. New Event Ideas
- d. BOCC Invite for Ground Tour

PUBLIC COMMENTS ON METRAPARK/FAIR BOARD BUSINESS

3. COMMISSIONERS

Homelessness Awareness Month Proclamation

4. PUBLIC WORKS

Resolution 20-94 to Set the Public Hearing on Board of Viewers' Report for Abandonment of Various Roads in West Meadows Subdivision, Setting the Public Hearing for Tuesday December 22, 2020 @ 9:30 a.m. in Room 3108

PUBLIC COMMENTS ON CONSENT AGENDA ITEMS

CLAIMS

CONSENT AGENDA

1. COMMISSIONERS

- a. Board Openings - Zoning Commission and other Various Boards
- b. Collective Bargaining Agreement between Yellowstone County and Montana Public Federation of Public Employees - Yellowstone County Deputy Sheriff's Unit - July 1, 2020 through June 30, 2023
- c. Board Appointment - K.C. Williams - Board of Health

2.

FINANCE

a.

Community 7 MOU for Closed Captioning to be Reimbursed through CARES

b.

MetraPark Contract with S Bar S for a Clear Span Livestock Building

c.

Request to Expend by Public Works, Weed Division for a 75 Gallon Spray Unit

d.

Sheriff's Office Request for Proposals for Veterinary Services

e.

Resolution 20-93 to Change Boundary in 731M Removing Property D12410A

f.

MetraPark Invitation for Bid for a Cold Storage Building
3.

PUBLIC WORKS

a.

Cottonwood Creek Road Easement through State Land

b.

Change Order #1 with FirstMark Construction, LLC. for the 2020 RSID 858 Overlay

c.

Invitation for Bid for the 2020-2021 Public Works Asphalt Overlay Project I - Yellowstone Trail Road, Hofferber Road and Homer Davis Road

d.

2021 Yellowstone River Salt Cedar Grant Application - Continuing Grant Project

e.

DNRC HB 223 Grant Application - 2021 Salt Cedar Project
4.

SUPERINTENDENT OF SCHOOLS

School District Budget Reports for FY20-21
5.

TREASURER

Agreement between Yellowstone County & City of Laurel for Motor Vehicle Office Space
6.

HUMAN RESOURCES

PERSONNEL ACTION REPORT - Youth Services Center - 1 Appointment; **Detention Facility** - 4 Terminations; **Sheriff's Office** - 3 Appointments, 1 Salary & Other

FILE ITEMS

PUBLIC COMMENTS ON COUNTY BUSINESS

B.O.C.C. Regular

Agenda Item

Meeting Date: 12/08/2020

Title: Beartooth RC&D Annual Report

Submitted By: Erica Wiley

TOPIC:

Beartooth RC&D Annual Report and Memorandum of Understanding between Yellowstone County, Big Sky Economic Development Authority, City of Billings, City of Laurel and Beartooth RC&D

BACKGROUND:

Myrna Lastusky will virtually present Beartooth RC&D's Annual Report to the County Commissioners.

RECOMMENDED ACTION:

n/a

Attachments

BRCD MOU 2021

BRCD Final Projects

A
MEMORANDUM OF UNDERSTANDING
Between
Yellowstone County Commissioners, Big Sky Economic Development Authority,
City of Billings, City of Laurel
And
Beartooth Resource Conservation & Development Area, Inc.

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this ____ day of _____, 202_, by and between **Beartooth Resource Conservation & Development Area, Inc.**, whose principal business address is P.O. Box 180, Joliet, Montana 59041, hereinafter referred to as “Beartooth RC&D” and **Yellowstone County Commissioners (in cooperation with the City of Billings, City of Laurel, and Big Sky EDA)**, and hereinafter referred to as “**the Entity**”.

WHEREAS, The Beartooth RC&D has been formally recognized by the U.S. Department of Commerce, Economic Development Administration (EDA) as a designated Economic Development District (EDD), and as a District, the Beartooth RC&D has been awarded funding to carry out its Comprehensive Economic Development Strategy (CEDS). This funding will provide a staff person, administrative support and operating costs. This is a continual grant, renewable based on successful program operation and availability of federal funds. Local match is required.

WHEREAS, Each entity participating in the District will designate a representative and an alternate to the regional Beartooth RC&D Board. This individual will convey the needs and economic development goals of the community to the Beartooth RC&D board meetings. Regular board meetings will be held every two months to assess project status and evaluate regional economic development needs.

NOW THEREFORE IT IS UNDERSTOOD AS FOLLOWS:

ARTICLE 1: SCOPE OF WORK:

Beartooth RC&D employs an Economic Development Director to assist in the completion of the Comprehensive Economic Development Strategy for the five county region. The Director’s time will be allocated consistent with the goals in the CEDS by the Beartooth RC&D board of directors. The board is composed of one representative and an alternate from business partners, county and local elected officials and local economic development partners from our five county region. Input from this board is essential for meeting the needs of the communities in our region.

Priority will be assigned projects of regional scope or projects with strong local leadership. Grant funding for this position is from EDA, therefore, emphasis will be on regional economic development planning and projects which have a correlation to job creation, economic diversification and increased tax base. Matching funds are from participating entities and emphasis will be placed on their specified projects.

Annual Evaluation:

The performance of the Economic Development District will be evaluated annually by local entities participating on the regional Beartooth RC&D Board. Progress and/or accomplishments on each program/project will be reported and evaluated to ensure resources are being utilized in the most effective and efficient manner possible. Annual Comprehensive Economic Development Strategy updates and an annual plan of work will be developed with input from the Beartooth RC&D staff and board. Annual reports on projects and economic development activities will be provided to the board and participating entities along with the renewal of the Memorandum of Understanding.

ARTICLE 2: PERIOD OF PERFORMANCE:

The term of this Memorandum of Understanding shall be from the date it is signed through **December 31, 2021**, unless extended by mutual agreement by both parties. Such extension must be in writing, signed by authorized representatives of both parties, and made a part of the original Memorandum of Understanding by modification reference. This Memorandum of Understanding supersedes the prior Memorandum for participation in the Economic Development District.

ARTICLE 3: PAYMENT:

The Entity's annual contribution will be **\$4,500.00** as a "Membership" fee plus a per capita assessment of **.19** cents per person. These funds will provide the necessary match to obtain the \$70,000.00 in federal funds. Entities who do not participate financially in the match requirement will not receive services from the Economic Development Coordinator. The calculated fee for **Yellowstone County** is **\$35,147.00**. This figure is a total of the **\$4,500.00** county fee plus **\$30,647.00** per capita formula using a population of **161,300 x (.19)** as per the 2019 Census data. Yellowstone County's full payment will be separated into a four-way payment system. Each entity within the county will pay a percentage (%) similar to the previous year. Big Sky EDA- 34% or **\$11,949.98**, City of Billings- 36% or **\$12,652.92**, City of Laurel- 6% or **\$2,108.82** and Yellowstone County- 24% or **\$8,435.28**.

Annually, the Beartooth RC&D/EDD staff will provide a comprehensive report of the past year's activity. A new Memorandum of Understanding will be prepared and a request for the following year's match submitted. Entities will be billed for match funds after January 1, 2021, for the current year's assessment.

Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment, and incidentals necessary to complete the work.

ARTICLE 4: EXAMINATION OF RC&D RECORDS:

The County or its representatives shall have the right to examine any books, records, or other documents of the Beartooth RC&D directly relating to costs when such costs are the basis of compensation hereunder.

ARTICLE 5: OWNERSHIP AND USE OF DOCUMENTS:

Reproducible copies of all documents and other materials produced by the Beartooth RC&D in connection with the services rendered under this memorandum of understanding shall be provided to the County for the County's use whether the project for which they are made is executed or not. Beartooth RC&D shall be permitted to retain originals, including reproducible originals, of drawings and specifications for information, reference and use in connection with Beartooth RC&D's endeavors.

ARTICLE 6: WARRANTY:

Beartooth RC&D warrants that all services performed herein shall be performed using that degree of skill and care ordinarily exercised in and consistent with generally accepted practices for the nature of the services and shall conform to all requirements of this Memorandum of Understanding.

ARTICLE 7: SAFETY:

Beartooth RC&D agrees to fully comply with the Occupational Safety and Health Act of 1970, all regulations issued there under and all state laws and regulations enacted and adopted pursuant thereto. The Beartooth RC&D shall take all necessary precautions in performing the services hereunder to prevent injury to persons or damage to property.

ARTICLE 8: CONFIDENTIALITY AND CONFLICTS OF INTEREST:

Beartooth RC&D agrees to hold in strict confidence any proprietary or other data, findings, results, or recommendations deemed to be confidential by the County and obtained or developed by Beartooth RC&D in connection with the work under this memorandum of understanding. Beartooth RC&D warrants and agrees they do not and will not have any conflicts of interest regarding the performance of services hereunder.

ARTICLE 9: APPLICABLE LAW:

This Memorandum of Understanding shall be governed in all respects by the laws of the State of Montana. No changes, amendments or modifications of any of the terms and conditions hereof shall be valid unless agreed to in writing. Venue of any proceeding arising hereunder shall be the Twenty-second Judicial District.

ARTICLE 10: COMPLIANCE WITH LAWS:

Beartooth RC&D shall in performing the services contemplated by this Memorandum of Understanding, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Memorandum of Understanding.

ARTICLE 11: CHANGES:

The parties, by mutual agreement, may, at any time during the term of this Memorandum of Understanding and without invalidating the Memorandum of Understanding, make changes within the general scope of the Memorandum of Understanding. The Beartooth RC&D agrees to perform such changed services.

ARTICLE 12: TERMINATION:

This Memorandum of Understanding may be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this Memorandum of Understanding through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

Upon such termination the County shall pay the Beartooth RC&D amounts due and unpaid for services rendered as of the effective date of termination, and the Beartooth RC&D shall provide to the County all materials, surveys, reports, data, and other information performed or prepared as of such date.

ARTICLE 13: INDEMNIFICATION:

Beartooth RC&D agrees to and does hereby indemnify and save the County, its officers, officials and employees, harmless against and from:

1. Any and all claims and liabilities, including but not limited to costs, expenses, and attorney fees arising from injury to, or death of, persons (including claims and liabilities for care or loss of services in connection with any bodily injury or death) and including injuries, sickness, disease, or death to Beartooth RC&D employees occasioned by a negligent act, omission, or failure of the Beartooth RC&D;
2. Any and all claims and liabilities, including costs and expenses, for loss or destruction of or damage to any property belonging to the Beartooth RC&D or the County caused by a negligent act, omission, or failure of the Beartooth RC&D and
3. Any fines, penalties, or other amounts assessed against the County by reason of the Beartooth RC&D's failure to comply with all health, safety, and environmental laws and regulations applicable to the services; resulting directly or indirectly from, or occurring in the course of the Beartooth RC&D's performance of the services. However, this indemnity shall not extend to claims and liabilities for (i) injury or death to persons or (ii) loss of or damage to property to the extent that these claims and liabilities result directly from the County's negligence or willful misconduct.

ARTICLE 14: INSURANCE:

Beartooth RC&D shall maintain and demonstrate the following types of insurance:

1. Beartooth RC&D agrees that its employees and particularly the employees designated to work on this memorandum of understanding are covered by applicable Worker's Compensation provisions. The Beartooth RC&D further agrees that if the County should legally incur any costs whatsoever under the Worker's Compensation laws by reason of the Beartooth RC&D employees' injury or death while engaged in the contract work, the Beartooth RC&D will indemnify and hold harmless the County for such costs which the County may be legally be required to pay to employees of the Beartooth RC&D.

2. Comprehensive general liability insurance for bodily injury, death, or loss of or damage to property of third persons or other liability due to the negligent acts of the Beartooth RC&D in the minimum amounts of \$500,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$500,000 per occurrence/aggregate for property damage. Proof of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.

3. Professional liability errors and omissions insurance in a minimum amount of \$100,000.00.

ARTICLE 15: NONDISCRIMINATION:

Beartooth RC&D will not discriminate against any employee or applicant for employment relating to this project on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap or national origin. All hiring associated with any project shall be on the basis of merit and qualifications related to the requirements of the particular position being filled.

ARTICLE 16: INDEPENDENT CONTRACTOR:

Beartooth RC&D and the County agree that the Beartooth RC&D is an independent contractor with respect to the services provided pursuant to this Memorandum of Understanding. Nothing in this Memorandum of Understanding shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Beartooth RC&D, nor any employee of the Beartooth RC&D shall be entitled to any benefits accorded County employees by virtue of the services provided under this Memorandum of Understanding. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state Worker's Compensation program, nor shall the County be deemed in any way to assume the duties of an employer with respect to the Beartooth RC&D, or any employee of the Beartooth RC&D.

ARTICLE 17: ASSIGNMENT:

Beartooth RC&D shall not sublet or assign any of the services covered by this Memorandum of Understanding without the express written consent of the County.

ARTICLE 18: NON-WAIVER:

Waiver by the County of any provision of this memorandum of understanding or any time limitation provided for in this memorandum of understanding shall not constitute a waiver of any other provision.

ARTICLE 19: NOTICES:

Any Notice to be served hereunder may be served upon the parties personally or served by certified mail, return receipt. Notice served by mail shall be deemed complete upon deposit of said notice in any United States Post Office, postage prepaid, directed to the party to be served, at the following addresses:

COUNTY: Yellowstone County
P.O. Box 35000
Billings, MT 59107

RC&D: Beartooth RC&D
P.O. Box 180
Joliet, MT 59041

ARTICLE 20: INTEGRATED AGREEMENT:

This Memorandum of Understanding together with attachments or addenda represents the entire and integrated Agreement between the Entity and the Beartooth RC&D and supersedes all prior negotiations, representations, or agreements, written or oral. This Memorandum of Understanding may be amended only by written instrument signed by both the Entity and the Beartooth RC&D.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Memorandum of Understanding the day and year in this instrument first above written.

YELLOWSTONE COUNTY COMMISSIONERS BEARTOOTH RC&D/EDD

John Ostlund

Ryan VanBallegooyen, Chairman

Denis Pitman

Don Jones

ATTEST: _____

Date: _____



2020 Yellowstone County Projects

- Revolving Loan Fund
 - Eight loans totaling \$400,195.52 (plus one approved but not funded for \$200K)
- Big Sky EDA support
 - EDA grant new building, One Million Cups, Better off in Billings, airport expansion, entrepreneur start-up support
- Yellowstone Valley Food Hub
- NRCS/RCPP Grant
 - Collaborative research project involving irrigated barley and sugar beet producers to define production practices that conserve water and soil and create more efficient operations.
- CEDS 5-year plan and update to annual plan
- Coulson Park, Southside grocery, LARC planning
- EDA grant CARES ACT to support economic recovery across the region.
- Trembling Prairie Farms
- Yellowstone Valley Farms
- Controlled Environments Construction

Calculation of 2021 EDA dues:							
		Est Census (as of 07/2019)	Per Capita	Base		Total	Share
		% share	Per Capita	Base Fee		Assessment	% of County
		County	(Population x .19)				Assessment
Big Horn		13,319	\$2,530.61	\$2,250.00		\$4,780.61	
Big Horn County		1/3	\$843.54	\$750.00			\$1,593.54
City of Hardin		1/3	\$843.54	\$750.00			\$1,593.54
Two Rivers Authori		1/3	\$843.54	\$750.00			\$1,593.54
Carbon		10,725	\$2,037.75	\$2,250.00		\$4,287.75	\$4,287.75
Stillwater		9,642	\$1,831.98	\$2,250.00		\$4,081.98	\$4,081.98
Sweet Grass		3,737	\$710.03	\$2,250.00		\$2,960.03	\$2,960.03
Yellowstone		161,300	\$30,647.00	\$4,500.00		\$35,147.00	
Big Sky EDA		34.00%	\$ 10,419.98	\$1,530.00			\$11,949.98
City of Billings		36.00%	\$ 11,032.92	\$1,620.00			\$12,652.92
City of Laurel		6.00%	\$ 1,838.82	\$270.00			\$2,108.82
Yellowstone County		24.00%	\$ 7,355.28	\$1,080.00			\$8,435.28
Total						\$51,257.37	\$51,257.37
(Est Census Population x .19¢ Base Assessment Fee) + Base Assessment Membership = Total Dues to County							

B.O.C.C. Regular

Agenda Item

Meeting Date: 12/08/2020

Title: Bid Opening for Self Propelled Brooms

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Bid Opening for Self Propelled Brooms for the Public Works Department

BACKGROUND:

Bid Opening.

RECOMMENDED ACTION:

Refer to staff for recommendation.

B.O.C.C. Regular

Agenda Item 1. a.

Meeting Date: 12/08/2020

Title: MetraPark

Submitted For: Bill Dutcher

Submitted By: Darcie Tempel

TOPIC:

Master Plan

BACKGROUND:

Master Plan

MontanaFair

New Event Ideas

BOCC invite for Grounds Tour

RECOMMENDED ACTION:

For agenda

B.O.C.C. Regular

Agenda Item 1. b.

Meeting Date: 12/08/2020

Title: MontanaFair

Submitted By: Teri Reitz, Board Clerk

TOPIC:

MontanaFair

BACKGROUND:

N/A

RECOMMENDED ACTION:

Update.

B.O.C.C. Regular

Agenda Item 1. c.

Meeting Date: 12/08/2020

Title: New Event Ideas

Submitted By: Teri Reitz, Board Clerk

TOPIC:

New Event Ideas

BACKGROUND:

N/A

RECOMMENDED ACTION:

Discuss.

B.O.C.C. Regular

Agenda Item 1. d.

Meeting Date: 12/08/2020

Title: BOCC Invite for Grounds Tour

Submitted By: Teri Reitz, Board Clerk

TOPIC:

BOCC Invite for Ground Tour

BACKGROUND:

N/A

RECOMMENDED ACTION:

Discuss.

B.O.C.C. Regular

Agenda Item 3.

Meeting Date: 12/08/2020

Title: Homelessness Awareness Month Proclamation

Submitted By: Erica Wiley

TOPIC:

Homelessness Awareness Month Proclamation

BACKGROUND:

see attached

RECOMMENDED ACTION:

read and sign

Attachments

Proclamation

PROCLAMATION

Resolution No. 20 - 92

WHEREAS, the Board of County Commissioners of Yellowstone County desires to identify the problem of homelessness as a significant community concern;

WHEREAS, Monday, December 21, 2020, has been declared National Homeless Persons' Memorial Day; and

WHEREAS, in the County of Yellowstone, the Board of County Commissioners supports the efforts of community agencies and numerous citizens who are working to end homelessness;

NOW, THEREFORE, BE IT HEREBY PROCLAIMED, that Yellowstone County, Montana, makes a firm commitment to do all within its power to eliminate homelessness.

THEREFORE, MAY IT ALSO BE PROCLAIMED that the month of December 2020 be declared "Homelessness Awareness" month. The Board of County Commissioners would urge all citizens to work together to end homelessness; and,

THEREFORE, AND TOWARD THAT END, the Board of County Commissioners declares Monday, December 21, 2020 as Yellowstone County Homelessness Remembrance Day.

PASSED AND ADOPTED by the Board of County Commissioners, Yellowstone County, Montana, this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Denis Pitman, Chair

Donald W. Jones, Member

(SEAL)

ATTEST:

John Ostlund, Member

Jeff Martin
Clerk and Recorder

B.O.C.C. Regular

Agenda Item 4.

Meeting Date: 12/08/2020

Title: Resolution 20-94 Set Public Hearing Regarding Intent to Abandon Various Roads in West Meadows Subdivision

Submitted By: Mike Black

TOPIC:

Resolution 20-94 to Set the Public Hearing on Board of Viewers' Report for Abandonment of Various Roads in West Meadows Subdivision, Setting the Public Hearing for Tuesday December 22, 2020 @ 9:30 a.m. in Room 3108

BACKGROUND:

Un-needed portions of roads

RECOMMENDED ACTION:

Hold public hearing, accept conditions in BOV report (or amend), pass resolution of intent to abandon roads

Attachments

Resolution to Set the Public Hearing for Abandonment in West Meadows Subdivision
BOV Report - West Meadows Subdivision

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 20 – 94

Resolution to Set Hearing on Board of Viewers' Report for Abandonment of Certain Roads in West Meadows Subdivision

WHEREAS, pursuant to Sections 7-14-2101, 7-14-2102 and 7-14-2103 of the Montana Code Annotated, a board of county commissioners has the authority to manage county roads within the county. Pursuant to Section 7-14-2615 of the Montana Code Annotated, a board of county commissioners has the authority to abandon a county road after a public hearing.

WHEREAS, Blue Still Circle, White Pine Circle, West Bird Way, Zanes Circle and Vescue Way are dedicated unconstructed roads within Yellowstone County. West Meadows Subdivision, October 16, 2007, Doc. No. 3442199. The Yellowstone County Board of County Commissioners has the authority to manage the roads, including the authority to abandon the roads. On June 18, 2020, the Board received a petition to abandon Blue Still Circle, White Pine Circle, West Bird Way, Zanes Circle and a portion of Vescue Way. Jerry Kruchensky, the owner of the lots that abut the roads, wants the Board to abandon the roads to reconfigure the lots to aggregate the roads into the lots. Kruchensky wants to replat the land and reconfigure the lots and roads. The Board reviewed the petition. The petition appeared legally sufficient to appoint a Board of Viewers to investigate the proposed abandonment. On 15 September 2020, the Board appointed a Board of Viewers. On 2 December 2020, the Board of Viewers submitted a report on the proposed abandonment. **Exhibit 1 – Report**. The Board of Viewers' Report recommended that the Board abandon the roads with conditions.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners shall on 22 December 2020, at 9:30 a.m., in Room 3108 of the Stillwater Building located at 316 North 26th Street in Billings, Montana, hold a public hearing on the petition to abandon certain roads in West Meadows Subdivision. At the hearing, the Board shall receive comments on the proposed abandonment and consider the Board of Viewers' Report and any comments on the proposed abandonment. After the hearing, the Board may abandon the roads. If the Board believes that it is in the best interest of the public to abandon the roads, it shall pass a resolution of intent to abandon the roads with conditions. Once Jerry Kruchensky has satisfied the conditions, the Board shall pass a resolution that abandons the roads. If the Board believes it is not in the best interest of the public to abandon the roads, it shall pass a resolution not to abandon the roads. The Board orders the Yellowstone County Clerk and Recorder to provide notice of the hearing, to receive written comments on behalf of the Board and to forward the comments on to the Board before the hearing.

Passed and Adopted on the 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Denis Pitman, Chair

Donald W. Jones, Member

John Ostlund, Member

ATTEST:

Jeff Martin, Clerk and Recorder

BOARD OF VIEWERS REPORT

TO: Yellowstone County Board of County Commissioners
FROM: Board of Viewers
DATE: December 2, 2020
SUBJECT: *PETITION TO ABANDON VARIOUS ROADS IN WEST MEADOWS
SUBDIVISION, LOCATED IN YELLOWSTONE COUNTY, MONTANA*

BACKGROUND

A field inspection to view this petition was conducted on November 19, 2020 by Mike Black – PE, Jeff Martin, Scott Walker, and John Ostlund. Donald W. Jones visited the site on a separate date and is familiar with the area.

The following people comprised the Board of Viewers:

Mike Black, PE,	Senior Yellowstone County Civil Engineer
Scott Walker,	Billings City / Yellowstone County Planning Department
Jeff Martin,	Yellowstone County Clerk and Recorder
John Ostlund,	Yellowstone County Commissioner
Donald W. Jones,	Yellowstone County Commissioner

FINDINGS

Yellowstone County has received a petition to abandon the following in the subject subdivision:

- Zanes Circle,
- West Bird Way,
- Blue Still Circle,
- White Pine Circle.
- A portion of Vescue Way.

These portions of right-of-way have not been used for roads or alleys in the recent past. These roads and alleys were dedicated as public roads as part of the subdivision located in Yellowstone County.

The petition to abandon these roads was received from Jerry Krushensky, who owns the adjacent lands. The petitioner intends to replat lands using a different configuration of roads and lots. The petition was received on September 2, 2020.

The petitioner desires to eliminate the public rights-of-way of these portions of roads to better use land for a different configuration. These portions of roads have not been used for roads in the recent past and are not anticipated to be used for roads in the future.

Legal and physical access will be provided, as a condition to abandonment, to all resulting – replatted – affected parcels.

Yellowstone County agrees to this proposal, provided that the conditions stated below in the recommendations are met. Yellowstone County has no need or interest in the use of these portions of roads for current or future roadway purposes.

From the review of this petition, it appears that legal access will continue to be provided to all abutting private lands. Based on the information above the abandonment of this portion of road appears logical.

RECOMMENDATIONS

The Board of Viewers recommends conditional approval of the abandonment of the portions of the above stated roads in the West Meadows Subdivision in Yellowstone County, subject to the following conditions:

1. Petitioner shall submit and file (record) an amended plat, aggregating the portions of roads into the adjacent resultant parcels,
2. Petitioner shall provide access (either road dedication on amended plat, or road easement on amended plat) to the park that was dedicated with the original subdivision plat,
3. Petitioner has one year to complete all conditions for abandonment to be finalized.


Respectfully Submitted,

Board of Viewers

Mike Black, PE
Senior Yellowstone County Civil Engineer

 12-2-2020
Date

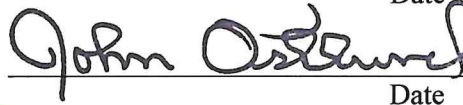
Scott Walker
City / County Planning Department

 12-2-20
Date

Jeff Martin
Yellowstone County Clerk and Reorder

 12/2/2020
Date

John Ostlund
Yellowstone County Commissioner

 12-2-2020
Date

Donald W. Jones
Yellowstone County Commissioner

 12-3-20
Date

B.O.C.C. Regular

Agenda Item 1. a.

Meeting Date: 12/08/2020

Title: Board Openings

Submitted By: Erica Wiley

TOPIC:

Board Openings - Zoning Commission and other Various Boards

BACKGROUND:

See attached

RECOMMENDED ACTION:

Consent and post

Attachments

Board Openings

YELLOWSTONE COUNTY BOARD OPENINGS

December 8, 2020

ZONING COMMISSION	2 year	1 partial to 6/30/21
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- NOTE: Eligible applicants for the above board must live outside of the limits of the City of Billings, but within the 4-1/2 mile zoning boundary. For further information, please contact Nicole Cromwell, Zoning Coordinator, at 657-8246.

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED
UNTIL 5:00 P.M. ON THURSDAY, JANUARY 7, 2021

November 24, 2020

AREA II AGENCY ON AGING	1 year	1 full to 6/30/21
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- NOTE: Applicant must be sixty (60) years of age or older and a participant of a recognized program for the aged

BICYCLE & PEDESTRIAN ADVISORY COMMITTEE	3 year	1 full to 12/31/22
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- NOTE: To be eligible for the above board, applicants must live outside the incorporated limits of the City of Billings

BOARD OF ADJUSTMENT	2 year	1 full to 12/31/21
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- NOTE: Eligible applicants for the above board must live outside of the limits of the City of Billings, but within the 4-1/2 mile zoning boundary. For further information, please contact Nicole Cromwell, Zoning Coordinator, at 657-8246.

CITY/COUNTY PLANNING: DIST 3	2 year	1 full to 12/31/20
CITY/COUNTY PLANNING: DIST 4	2 year	1 full to 12/31/20
CITY/COUNTY PLANNING: DIST 6	2 year	1 full to 12/31/21

- NOTE: To be eligible for the above special district boards, applicants must live AND own property within the boundaries of the district. To find which planning district you live in, please contact the City/County Planning Division at 247-8676.

BLUE CREEK FIRE SERVICE AREA	3 year	2 full to 5/08/22
FUEGO FIRE SERVICE AREA	3 year	1 full to 12/31/23
HUNTLEY PROJECT FIRE SERVICE AREA	3 year	1 full to 6/30/23
LAUREL FIRE DISTRICT #7	3 year	2 full to 12/31/22 1 full to 12/31/20 2 full to 12/31/21
LAUREL URBAN FIRE SERVICE AREA	3 year	2 full to 6/30/22

- NOTE: To be eligible for the above special district boards, applicants must live OR own property within the boundaries of the district.

BILLINGS URBAN FIRE SERVICE AREA ADVISORY BOARD	3 year	2 full to 12/31/22 2 full to 12/31/20 1 full to 12/31/21
LOCKWOOD PEDESTRIAN SAFETY DISTRICT ADV.	3 year	5 full to 12/31/23
PARK BOARD	3 year	1 full to 6/30/23

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED
UNTIL 5:00 P.M. ON THURSDAY, DECEMBER 24, 2020

Applications can be picked up in Room 3101 of the Stillwater Building at 316 N 26th Street, downloaded from our website at www.co.yellowstone.mt.gov, or you can call 256-2701 to have an application mailed to you.

For a contact name for further information about a board you are interested in, please contact us at 256-2701.

All applications should be returned to: Board of County Commissioners, P.O. Box 35000, Billings, MT 59107 or bocc@co.yellowstone.mt.gov

B.O.C.C. Regular

Agenda Item 1. b.

Meeting Date: 12/08/2020

Title: Collective Bargaining Agreement with the Sheriff's Deputies

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Collective Bargaining Agreement between Yellowstone County and Montana Public Federation of Public Employees - Yellowstone County Deputy Sheriff's Unit - July 1, 2020 through June 30, 2023

BACKGROUND:

Collective Bargaining Agreement

RECOMMENDED ACTION:

Approve.

Attachments

Collective Bargaining Agreement for the Sheriff's Deputies

COLLECTIVE BARGAINING AGREEMENT

Between

YELLOWSTONE COUNTY

And

**THE MONTANA PUBLIC FEDERATION OF PUBLIC
EMPLOYEES**

YELLOWSTONE COUNTY DEPUTY SHERIFF'S UNIT



July 1, 2020 through June 30, 2023

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AGREEMENT

This Agreement, entered into this ____ day of _____, 20__ at Billings, Montana, by and between YELLOWSTONE COUNTY, MONTANA, a body politic and a political subdivision of the State of Montana, herein referred to as the "Employer", and the MONTANA FEDERATION OF PUBLIC EMPLOYEES, herein referred to as the "Association".

In consideration of the mutual covenants herein recited, which have been established through collective bargaining procedures as provided for under Montana statutes, this agreement has as its purpose the promotion of harmonious relations between the EMPLOYER and the ASSOCIATION; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, fringe benefits, officer safety, and other conditions of employment.

ARTICLE I - DEFINITIONS

Section 1. County: The term "County" means Yellowstone County, Montana, its Board of County Commissioners or representatives of the Board.

Section 2. Association: The term "Association" shall mean the Montana Federation of Public Employees, Yellowstone County Deputy Sheriff's Unit of Billings, Montana.

Section 3. Days: When referring to time limitations in the contract, unless specifically stated otherwise, the word "days" means calendar days.

Section 4. Workweek: The workweek shall be computed from 12:00 a.m. on Monday of each week to 11:59 p.m. Sunday of each week. The work period for overtime is 14 days per FLSA Regulations (29 C.F.R.) 553.230 section 7(k). The work period is the timeframe or parameters used to calculate overtime along with daily overtime as outlined in Article 5 Section 5. For scheduling see Article V Compensation and Work Hours. Shifts that start prior to 11:59 p.m. on Sunday will be included in the workweek based on the start time of the shift.

ARTICLE II - RECOGNITION

The County recognizes the Association as the exclusive representative for all full-time regular deputy sheriffs of Yellowstone County, Montana; except this bargaining unit excludes deputies of the rank of Lieutenant and above or their equivalent ranks in the event that their titles are changed.

ARTICLE III - ASSOCIATION RIGHTS

Section 1. - Right to Join or not join: The Parties agree that all employees in the work unit have the right join the Union, or have the right not to join the Union.

The County and the Union further agrees that they will not discriminate against any employee for exercising any right granted by the MT Public Employees Bargaining Act, the Janus v. Am. Fed'n of State, Cty., & Mun. Employees Supreme Court decision, or this Agreement.

Section 2 - Deduction of Dues from Employees' Pay:

Upon written authorization from the employee, the public employer shall deduct from the pay of the public employee the monthly amount of dues as certified by the secretary of the exclusive representative and shall deliver the dues to the treasurer of the exclusive representative. Both parties strongly encourage members to consider utilizing direct deposit of payroll. A lost check may not be reissued until a bond for lost warrant is completed which may take up to thirty days.

The Union shall indemnify the County and Departments of the County and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the County for the purpose of complying with the provisions of this Article.

ARTICLE IV COUNTY RIGHTS

Section 1. Rights of the County: The Association recognizes that the County has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the County to the full extent authorized by law. The Association further agrees that all management rights, functions, and prerogatives not expressly delegated in this agreement are reserved to the County.

Section 2. Management Rights and Responsibilities: The parties recognize the prerogatives of the County to operate and manage the affairs of the County in such areas as, but not limited to:

- a. Direct employees;
- b. Hire, promote, transfer, assign, and retain employees;
- c. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work is ineffective or nonproductive;
- d. Maintain the efficiency of government operations;
- e. Determine the methods, means, job classifications, and personnel by which the government operations are to be conducted;
- f. Take whatever actions may be necessary to carry out the mission of the Employer in situations of emergency.
- g. Establish the methods and processes by which work is performed.

Section 3. Effective Laws, Rules, and Regulations: The parties recognize the right, obligation, and duty of the County, and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary insofar as such rules, regulations, directives, and orders are not inconsistent with terms of this Agreement, and all terms of this Agreement are subject to the laws of the State of Montana, federal laws, and valid rules, regulations, and orders of state and federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, and orders shall be null and void and without force and effect.

Section 4. County Policies: The Association specifically adopts the current Yellowstone County Sheriff's Policy and Procedures Manual, and any part, which is not in conflict with this Collective Bargaining Agreement. The Association representative(s) shall be given the opportunity to meet with the employer in advance of any changes in personnel policies, or other written policies that affect the employees in the bargaining unit. The Employer shall notify the Association in writing of any changes made to Sheriff's Policy and Procedures Manual during the duration of this Agreement. It is understood that the final decision regarding policy changes rests with the employer.

ARTICLE V - COMPENSATION AND WORK HOURS

Section 1. Base Percentages: (Sheriff base salary plus the Sheriff's \$2,000 statutory adjustment is used to determine Sheriff Deputy base salary.) Sheriff Deputy Base salaries for this contract are:

Fiscal Year 2021, Fiscal Year 2022 and Fiscal Year 2023:

Entry through Year 1 & 364 days	73.00%
Year 2 through Year 5 & 364 days	74.00%
Year 6 through Year 9 & 364 days	76.00%
Year 10 through Year 14 & 364 days	77.00%
Year 15 on / Detectives	78.00%
Corporals	79.75%
Sergeants / Detective Sergeants	81.00%

(It is understood that Detectives do not include Task Force Members.)

1. In Fiscal Years FY22 and FY23 if the elected officials' resolution states that the base salary for elected officials, exclusive of additional compensation as generally shown in a Board Resolution in accordance with the Yellowstone County Salary Compensation Board is less than two percent (2.0%) this contract may be reopened within 30 calendar days for salary negotiations.
2. If the 2021 Montana State Legislature changes deputy statutes, Sheriff compensation or compensation calculations, such changes will cause the compensation to be open for negotiations.

Section 2. Coroner Pay: Each deputy appointed by the Sheriff to serve as coroner, will be paid a flat fee to be added to the base salary and incorporated in the payroll check. It is also understood that such individuals are still subject to FLSA overtime benefits. The monthly flat fee shall be \$350.00 per month for the deputies.

Section 3. Scheduling: Patrol deputies will be assigned two, fourteen (14) day cycles (28 days). A 14-day cycle will be made up of three 12-hour workdays, then four days comprised of three 12-hour shifts and one 8-hour shift. There shall be two (2) shifts; the day shift beginning at 7:00 a.m. and ending at 7:00 p.m., and the night shift beginning at 7:00 p.m. and ending at 7:00 a.m. Eight hour shifts will be scheduled and rotated at the discretion of the Sheriff or his designee to ensure public safety. The Sheriff or his designee may modify the work schedule to ensure public safety.

Section 4. Shift Trading: Upon consent of the Division Commander, shift trading within the division can be done.

Section 5. Overtime Calculation: When overtime is calculated, vacation leave-during the workweek shall be considered time worked. Sick leave premium holiday pay and compensatory leave will not be considered to be hours worked for the purpose of computing overtime. Voluntarily coming to work a shift in addition to the normal work week is not call back, it is hours worked and may end up being overtime or compensatory time, and deputies understand this might not be overtime or compensatory time if they use sick leave or there is a premium paid holiday in that same pay period. All work week adjustment must be approved by a Lt. or higher.

Overtime will be calculated on hours worked in excess of the daily scheduled hours. No overtime shall be worked without authorization of the Sheriff or his/her designee, and there shall be no pyramiding of overtime or premium pay. The County will not cancel pre-approved annual leave for the purpose of offsetting overtime.

Section 6 Compensatory Leave:

Members of the MFPE Sheriff's Unit must elect individually for a fiscal year at a time to:

- a) Receive overtime strictly as pay or
- b) To convert their overtime to compensatory leave at time and one-half in lieu of overtime pay for the duration of this contract until their compensatory leave bank reaches 80 hours.

If comp time is used and the leave bank falls below 80 hours, overtime earned will be converted to comp time till the bank again reaches 80 hours. This re-accrual will occur each time the bank falls below 80 hours. After the compensatory leave bank reaches 80 hours, all overtime will be compensated as pay.

The Sheriff or designee shall pre-approve the days on which compensatory leave will be taken, upon consideration of staffing needs. Compensatory leave requests shall be used in 1 hour increments. Unless approved by the Sheriff or designee, compensatory leave cannot be used to exceed the normal shift.

Compensatory leave earned in a pay period may be used the next pay period or thereafter, once it has been recorded into the pay system after the processing of each pay cycle in which it was earned. Since compensatory leave has already been converted at time and one-half, it will not be considered to be hours worked for the purpose of computing overtime when compensatory leave is utilized.

The employee must agree in writing, each June, in advance of the upcoming fiscal year, to accept FLSA compensatory time in lieu of overtime pay for the fiscal year, and must indicate his/her preference for FLSA compensatory time on a Yellowstone County Overtime/FLSA Compensation Time Selection form. If an election is not made in June of the fiscal year, the election will remain

the same as the previous year. Deputies may cash out compensatory leaves balances (in full or partially) on a pay period basis with proper notification.

Section 7. Longevity: Sheriff Office - Longevity payments, Section 7-4-2510, M.C.A. Longevity will be calculated by starting with the first of the month prior to the date of his/her first anniversary of employment with the Office adjusted annually. A deputy sheriff is entitled to receive a longevity payment as outlined in statute. "Individual percentage" rather than a base of 73.00% will be used to calculate longevity.

Section 8. Clothing Allowances: New hires shall receive 4 short sleeve shirts, 4 long sleeve shirts, 3 pair pants, 1 jacket, 1 raincoat, all brass, and patches. All parts of the uniform listed above shall be replaced at no cost to the employees if it is worn out, damaged, or becomes the wrong size. Regular full-time detectives will receive a clothing and footwear allowance of one thousand (\$1,000.00) per year to be paid during the second month (August) of each fiscal year. Regular full time uniform division deputies shall receive six hundred (\$600.00) dollars paid during the second month (August) of the fiscal year. Probationary employees receive the clothing allowance the first August after completing probation.

Section 9. Reimbursement in Line of Duty: The Employer shall reimburse the employee for reasonable costs for replacement or repair of a wristwatch and/or prescription eyeglasses damaged or destroyed in the line of duty. Reimbursement under this Section shall be allowed if it is determined through investigation by the Sheriff or his/her designee that such loss was incurred in the employee's line of duty. This Section shall not apply if restitution is granted to the employee by the courts. The maximum allowance for this provision shall be \$40.00 for a wristwatch and reasonable repair or replacement costs for eyeglasses.

Section 11. Call Back Pay: If an employee leaves work and is called back to start work by Lieutenant or higher more than an hour before the start of the employees shift, such time qualifies for call back pay and the employee will be compensated for a minimum of three (3) hours at time and one-half (1.5) the regular rate of pay (premium pay). The Officer shall not be required to do any other work than what he/she was called back for.

If an employee leaves work and is called in to start work less than one hour before the start of the employees shift this does not qualify for call back pay it is considered an extension of the shift.

Continuing work after a Deputy's shift is over with no break in service is always on extension of the shift and call back does not apply.

This Section includes call back for court time. A subpoena is necessary to receive court time pay. For Court call back, the officer shall not be required to do any other work than what he/she was called back for.

If a deputy is called in early more than one hour before the shift, the Sheriff or designee must give the deputy 12 hours' notice or it will be considered call back.

Mandatory training outside a scheduled shift is considered call back. The Sheriff will define mandatory training. Coroner calls are covered under coroner pay and this section does not apply. Fire Marshal meetings are regular work time not call back. Call back includes:

- Court time with subpoena
- Attending FTO meeting outside normal scheduled hours
- SWAT training outside normal scheduled hours
- Meeting with the County Attorney outside normal scheduled hours
- Commander meeting outside normal scheduled hours
- Other situations where a Lt. or higher calls a deputy in to work

(Deputies on day shift will do their best to schedule meeting or inform others that it works best to schedule meeting during their work time. For example, with County Attorney's Office or other agencies. If a deputy goes from the end of a shift to one of the call back criteria above (meeting, etc.) it is an extension of the shift. Call Back is a compensation premium payment not overtime or compensatory time and is not used for overtime calculations.

Section 12. Training Compensation: If a deputy is required to attend training, he/she shall be compensated at the applicable rate of pay. The Office must make a good faith effort to equalize the amount of training offered to each employee.

Section 13. Shift Differential: Deputies who bid and are assigned night shift will receive a shift differential of \$0.90 per hour for the hours worked on the night shift.

Section 14. Field Training Officer Pay: Each Deputy who is appointed in writing to serve as a Field Training Officer (FTO) will receive additional pay equivalent to 1.5% of the Deputy's base hourly rate of pay for FY21 and 2% of the Deputy's base hourly rate of pay for FY22. Field Training Officers are assigned a take home vehicle.

Section 15. Certification Pay: The Sheriff's Office will provide a one-time \$300.00 incentive for the successful completion of P.O.S.T. Intermediate Certification and a one-time \$600.00 incentive for the successful completion of P.O.S.T. Advanced Certification; a one-time \$900.00 incentive for the successful completion of P.O.S.T. Supervisory Certification; a one-time \$1200.00 incentive for the successful completion of P.O.S.T. Command Certification and a one-time \$1500.00 incentive for the successful completion of P.O.S.T. Administrative Certification.

ARTICLE VI. SENIORITY

Section 1. Probation: A deputy shall be classified as probationary for the first (12) months of continuous employment. All employees shall be without seniority for the first twelve (12) months of employment. Upon successful completion of the twelve (12) month period, employees shall accrue seniority from the date of their continuous employment as a sheriff deputy. A non-probationary deputy shall be a deputy with more than one year of employment with the Yellowstone County Sheriff's Office unless extended. Upon mutual agreement between the County and the Union, an employee's probationary period may be extended. During this extension

the employee may be discharged by the County with or without cause. A discharged probationary employee shall have no recourse against the County or the Union.

Section 2. Layoff: Layoffs caused by reduction in force shall be in order of seniority within the bargaining unit; that is, the employee last hired shall be the first released, unless in the opinion of the Sheriff, there is no one on the force who is capable of fulfilling that employee's responsibilities. Before an employee can be laid off, he/she must receive written notice 15 calendar days before the layoff is to occur.

Section 3. Termination of Seniority: Seniority shall terminate upon resignation, discharge, retirement, or by failure to report after recall from layoff.

Section 4. Promotions: Provided qualifications and merit, which is competence and ability, are equal, seniority shall apply to promotions. Sergeants shall come from the ranks of those employees with two (2) or more years of service as a sworn deputy with Yellowstone County Sheriff Office. See Sheriff's Policy 10-2 for specifics. Effective date for promotions will be the start of the pay period currently the 1st and 16th of the month.

Section 5. Seniority List: The Employer, listing employees by date of hire, taking account of lapses in seniority accrual, shall maintain the seniority list. The list shall be posted.-Seniority shall not accrue during layoff or while an employee is on a leave of absence without pay in excess of fifteen days. Seniority determines shift preference and days off. The Sheriff has the authority to make special assignments.

Section 6. Recall: On layoff the least senior employee shall be the first laid off and on recall from the layoff the most senior employee shall be the first recalled. Recall shall be by notice to the employee's last known address. Employees called back following a layoff shall have fourteen (14) calendar days to return to work.

ARTICLE VII – DISCIPLINE

Both parties agree that all disciplinary action shall be based in accordance with Sheriff Office Policy Manual and County Policies.

ARTICLE VIII – INFORMAL COMPLAINTS, GRIEVANCE PROCEDURE, AND ARBITRATION

Section 1. General Provisions

1. The parties in their mutual interest acknowledge that it is desirable for the employee and his/her supervisor to resolve problems through free and informal communications. Nothing contained in this Agreement shall be construed to prevent an employee from discussing a problem with his/her supervisor and having it adjusted without intervention or representation by Association representatives.

2. A grievance shall mean an alleged violation, misinterpretation, or misapplication of any provision of this Agreement. Disputes regarding issues bargained will be covered by the grievance procedure.
3. All disputes, controversies, or claims arising out of or relating to this contract must first proceed through steps 1 and 2 of the grievance procedure before advancing to arbitration or an alternative review process.
4. The Association shall be the exclusive representative of the employee(s) in grievance procedures and arbitration. The Association shall not be required to pursue employee grievances if in the Association's opinion a grievance lacks merit.
5. The term day used herein shall mean "working day" Monday through Friday, excluding holidays as defined by Montana State law.
6. Failure of the grievant or Association to act on a grievance within the prescribed time limits will act as a bar to any further appeal. The Employer's failure to issue a response within the time limits shall permit the Association to proceed to the next step. Parties may by mutual, written agreement extend any deadlines set forth in this agreement.
7. The grievant is generally entitled to attend hearings and meetings regarding the grievance. A grievant shall not use paid working time to prepare a grievance or to attend grievance, mediation, grievance board, or arbitration hearings. The employer shall release the grievant from regular duty to attend such hearings, but the grievant must use accumulated leave, such as vacation or comp time, to cover the time away from duty. This release will include the evening/night before and after if the employee works other than a day shift.
8. An employee other than the grievant may be given working time off to participate in a grievance hearing. However, this time may be paid working time only if that employee's participation is at the request of Yellowstone County.
9. Employees shall not be retaliated against for filing a good faith grievance or participating in a grievance hearing under this procedure. If an employee believes he/she is experiencing retaliation, s/he shall immediately report such conduct to the Association and Human Resources Director or the Board of County Commissioners.
10. An employee must have successfully completed his/her probationary period in order to file a grievance.
11. Two or more grievances involving the same issue may be consolidated upon mutual, written agreement of the County and the Union involved.

Section 2. Informal Complaints

The parties hereby agree that informal discussion is encouraged. Prior to filing a formal grievance, an employee, steward, or Association representative shall attempt to resolve the issue informally with the immediate supervisor.

Section 3. Grievance Procedure

Step 1. If an employee files a formal grievance, the employee in concurrence with the Association shall submit the grievance in writing to the Undersheriff within 15 working days of the origin of the occurrence. The written grievance shall at minimum contain the following information:

- 1) Employee's name;
- 2) A statement of the nature of the grievance;
- 3) A proposed solution to the grievance;
- 4) The employee's and/or Association representative's signature and date.

The Undersheriff shall have fifteen (15) working days from receipt of the grievance to respond to the grievant in writing.

Step 2. In the event the Association is not satisfied with the disposition of the grievance in Step 1, it shall be referred in writing by the Association to the Sheriff with a copy to the Director of Human Resources within fifteen (15) working days after receiving the Undersheriff's response in Step 1. A meeting between the Sheriff, Sheriff's designees, Director of Human Resources, grievant, and Association representative shall be held at a mutually agreeable time within fifteen (15) working days of the initiation of Step 2. If the grievance is settled, it shall be reduced to writing and signed by the Association and the Sheriff or designee. Grievances at this level must be settled within fifteen (15) working days after the meeting.

The Board of County Commissioners must approve all monetary settlements. If a settlement is reached, it shall be presented to the Commissioners by the Sheriff or his designee and approved by the Commissioners within 15 working days of settlement. The grievant shall not be penalized in reference to time limits during this period. If the settlement is not approved by the Board of County Commissioners, the grievant may continue with arbitration or an alternative review process.

Section 4. Mediation (optional)

1. The Montana Board of Personnel Appeals or Federal Mediation and Conciliation Services will be used exclusively for grievance mediation.
2. The parties must submit a signed, joint request for assistance.
3. The parties agree to waive time limits while the mediation step is being utilized.
4. The grievance mediation process is informal and the rules of evidence do not apply. No record, stenographic, or tape recordings of the meetings will be made.
5. The mediator's notes are confidential and will be destroyed at the conclusion of the grievance mediation meeting.
6. The mediator will use problem-solving skills to assist the parties, including joint and separate caucuses.
7. The mediator has no authority to compel a resolution.
8. If the parties cannot resolve the problem, the mediator may provide the parties in joint or separate sessions with an oral advisory opinion.
9. If the parties cannot resolve the grievance, the grievant may proceed with arbitration or an alternative review process.
10. Nothing said by the parties during a grievance mediation, or any documents prepared for a mediation session, can be used during arbitration proceedings.
11. The parties agree to hold the Montana Board of Personnel Appeals or Federal Mediation and Conciliation Services and their mediators harmless for any claim of damages arising from the mediation process.

12. The parties must agree to these procedures and guidelines prior to initiation of the mediation process.

Section 5. Grievance Board (optional)

In the event that the Association is not satisfied with the disposition of the grievance after Step 2 or after mediation (if utilized), within 15 working days of the conclusion of either, a Grievance Board consisting of three members will be selected as follows:

- 1) The Association will select one member
- 2) The Sheriff will select one member
- 3) The two chosen members will then select the third member. The third member will serve as chairman and hearing officer.

None of the members will be employees of Yellowstone County or the Association or Association or County legal counsel. The Grievance Board shall conduct a hearing within twenty (20) working days after the Board is established. The hearing shall be conducted in a fair and impartial manner and allow equal access to all parties to attain a full and open understanding of the grievance. The Grievance Board shall render a decision within fifteen (15) working days following the hearing. The Board's decision shall be of a majority and shall be final and binding.

The parties shall split costs of the mutually selected Chairman/hearing officer equally. The Grievance Board shall not have the right to recommend, amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement. The Grievance Board is to consider and decide on the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of the contract.

Section 6. Arbitration

In the event that the Association is not satisfied with the disposition of the grievance after Step 2 or after mediation (if utilized), within 15 working days of the conclusion of either, the Association shall deliver written notice to the Sheriff (with a copy to the Director of Human Resources) that the grievance will be taken to arbitration.

Within five (5) working days after submission of the written notice, the Association and County will attempt to mutually agree on an impartial arbitrator. If the Association and the County are unable to mutually agree on an impartial arbitrator, the Association shall within ten (10) working days of submitting the written arbitration notice to the County send a written request to the Montana Department of Labor and Industry requesting a list of five arbitrators. Within five (5) working days of receipt of the list, the Association and County shall meet and alternately strike names from the list. A coin toss will decide who goes first. The arbitrator whose name remains on such list shall hear the case and decide the issue.

Each party shall bear the expenses of its own representatives and witnesses but the expenses of the arbitrator shall be shared one-half (1/2) by the County and one-half (1/2) by the Association.

The impartial arbitrator shall have no power to render a decision on any matter not specifically covered by the terms, provisions, or limitations of the Agreement; to render a declaratory judgment; or to add to, subtract from, or modify any of the terms, provisions or limitations of the Agreement.

The impartial arbitrator must render a decision within thirty (30) working days of the hearing.

The arbitrator's written decision shall be final and binding upon the grievant, the Association, and the County.

ARTICLE IX – LEAVES

Section 1. Annual Vacation Leave: Per Statute and County Policy. Vacations will be taken at a time that is mutually agreeable to the employee and approved by the immediate supervisor, giving consideration to the needs of the employee and obligation of the office. If approved, vacation will be made by seniority as to requests made prior to February 1 and on a first requested, first approved basis thereafter. If two or more employees on the same shift request the same vacation day(s) on the same request day, seniority shall prevail.

- Unless approved by the Sheriff or designee, vacation can not be used to exceed the scheduled shift.
- No vacation leave with pay will be granted in advance of vacation earned.
- Vacation time taken off shall be recorded to the nearest quarter hour.

Section 2. Sick Leave:

Employees of the union are entitled to sick leave benefits as set forth for all public employees in Section 2-18-618, M.C.A. and County Policy. Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in this act.

After three (3) consecutive days, the County reserves the right to require an employee to provide a medical certificate or require a medical examination of anyone: using sick leave, medical benefits, Worker's Compensation benefits, or whose physical or mental condition interferes with or may interfere with the performance of his/her duties. The examination will be conducted by a medical doctor, psychologist, or psychiatrist selected by the County at the County's expense.

Upon approval by the Sheriff, employees who, because of illness or injury, are subject to extended convalescence may return to work in a light or limited duty status in lieu of exhausting all earned sick leave credits. Any employee returning to work in a light or limited duty status shall provide the Sheriff or his designee with written permission or authorization from his/her physician allowing the employee to return to work in that capacity. The Sheriff may require a physician's statement prior to allowing an employee to return to a light duty assignment or to normal duties.

Section 3. Bereavement Leave: Per County Policy. A deputy may attend the funeral of a co-worker in the Sheriff's Office, a retired Sheriff's Office employee, or a law enforcement officer in

another jurisdiction in Montana upon approval of the Sheriff or his/her designee without causing a loss of pay.

Section 4. Holidays: Per Statute, County Policy, and CBA.

An employee required to work on the actual holiday (not the observed holiday), excluding the statutory general Sunday holiday as cited in M.C.A. 1-1-216(a) shall receive hourly compensation in the form of time and one half (1.5) hours pay for each hour worked on the holiday (premium pay), plus the 8-hour holiday pay at the straight time rate. This shall be in the form of paid compensation. An employee who is not required to work on the actual holiday shall receive eight (8) hours of holiday pay at the regular rate, and should circumstance require, the employee may charge the remaining hours required to reach 80 hours (four [4] hours of the 12 hour shift) to vacation or previously accrued comp time. A Deputy may exchange short day (8-hour day) as the holiday and work another 12- hour day instead of taking 4 hours vacation or previously accrued comp time. This must be coordinated with the Supervisor. Any deputy who is to be reassigned from a holiday they would normally work shall be given two weeks notice. The start of the shift determines the holiday, for example shifts starting at 7 A.M. and 7 P.M. on December 25th would be considered working the Holiday, not the 7 P.M. shift on December 24th.

Note: premium pay in this section refers to paying time and one-half for hours worked on a holiday.

Section 5. Leaves Without Pay: Employees may take leave of absence without pay subject to prior approval of the Sheriff. Requests may be submitted in writing to the Sheriff within a reasonable time prior to the requested starting date. The request may also state the reason for the leave and the requested duration of the leave. The supervisor shall respond to the employee in writing giving the reason for the denial if leave is denied.

Section 6. Jury Service: Jury duty-service as witness, Section 2-18-619, M.C.A. and County Policy.

Section 7. Military Leave: Shall be governed by State and Federal law.

Section 8. Family and Medical Leave: Governed by Federal Law, State Law, and County Policy.

ARTICLE X - OFFICER SAFETY AND TRAINING

Section 1 – Responsibility: Each person covered by this agreement has the responsibility to:

1. Take reasonable care for their individual health and safety; consider the safety of other persons who may be affected by their acts or omissions.
2. Work in accordance with information, instruction, and training provided.
3. Refrain from intentionally misusing or recklessly interfering with anything that has been provided for health and safety reasons.
4. Report any hazardous defects in equipment or shortcomings in the existing safety arrangements to a Command Staff without delay.

Section 2. Accidents and Injuries: The employee shall, to the best of his/her ability, complete an accident report form provided by the employer immediately after an accident or at the latest upon

completion of shift and return it to his/her supervisor, who shall forward it to the Sheriff for review. All accidents and injuries regardless of their magnitude shall be reported, and failure to do so may result in delay or denial of possible worker's compensation benefits and/or disciplinary action.

Section 3. Hepatitis Shots: Hepatitis shots and any other medical and/or safety items required by acceptable law enforcement safety standards shall be provided at the Employer's expense.

Section 4. Body Armor: All deputies who wish to have body armor will be provided with new issue or have their present armor refurbished within the guidelines. No deputy will be required to wear "hand me down" body armor. Body armor shall be replaced every five years in increments - such as 1/3 at a time.

Section 5. Education: It is encouraged by the Yellowstone County Sheriff's Office that all deputies achieve a bachelor's degree from an accredited college or university. Please refer to County Policy on Education.

ARTICLE XI - HEALTH AND MAJOR MEDICAL INSURANCE

Section 1. Health Insurance: The County shall pay the cost of the premium for the group hospitalization major medical plan for individual coverage for each eligible employee employed by the County who is enrolled in the County's group hospitalization major medical plan on the same basis as other County employees.

Section 2. Advisory Committee: The bargaining unit may have an employee representative on the Health Insurance Advisory Committee and the Association shall notify the County who the representative is and any change in representation.

ARTICLE XII - STRIKES AND LOCKOUTS

The Association agrees to the essential nature of the services provided by its members in protecting the public welfare. In recognition of this fact, the Association agrees that there shall be no work interruptions, slowdowns, or strikes at any time. In the event of the unauthorized interruptions the Association agrees that it will join with the Employer in requiring its members to return to work immediately. The Employer agrees that there shall be no lockout of bargaining unit employees.

ARTICLE XIII - MISCELLANEOUS PROVISIONS

Section 1. Severability: If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 2. Administration of the Contract: Both parties retain all remedies provided to them by law subject to the provisions of this contract, however, it is agreed that before either of the parties

make use of these remedies, it will make a reasonable effort to settle the matter through such procedures as provided for by this contract.

It is understood and agreed by the parties that any claim by an employee which constitutes an unfair practice allegation as defined by 39-31-401, M.C.A., of the Montana Public Employees Collective Bargaining Law as amended, shall not be subject to the grievance procedure provided in this Agreement, notwithstanding reference to any such matters in this Agreement, but the employee's exclusive remedy shall be to file such charges with the Board of Personnel Appeals as provided by Title 39, Chapter 31, M.C.A. of the Montana Public Employees Collective Bargaining Law, as amended since jurisdiction for the determination and enforcement of unfair practices is vested in the Board of Personnel Appeals by the Montana Public Employees Collective Bargaining Law, as amended.

Section 3. Drug and Alcohol Free Workplace: Per County Policy.

ARTICLE XIV - DURATION OF AGREEMENT

Section 1. Term and Reopening Negotiations: The provisions of this Agreement shall be effective July 1, 2020 and shall remain in full force and effect until June 30, 2023. A wage reopener (Article V only) is permitted only under any of the following conditions:

1. By mutual consent of both parties (BOCC and Union)
2. If legislature changes M.C.A 7-4-2508. If the 2021 Montana State Legislature changes deputy statutes, Sheriff Compensation or compensation calculations, such changes will cause the compensation to be open for negotiations.
3. If the County compensation committee base wage for the elected officials raise is less than 2%. In Fiscal Years FY22 and FY23 if the elected officials' resolution states that the base salary for elected officials, exclusive of additional compensation as generally shown in a Board Resolution in accordance with the Yellowstone County Salary Compensation Board is less than two percent (2.0%) this contract may be reopened within 30 calendar days for salary negotiations.

If either party desires to re-negotiate or amend the Agreement, written notice of such intent to the other party shall be made at least ninety (90) calendar days and not more than one hundred twenty (120) calendar days before the expiration of this Agreement. During its term, this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of both the parties in written and signed amendment of this Agreement, with the exception of a wage reopener as dictated above. All amendments or memorandums of understanding must be approved by the Board of County Commissioners.

Section 2. Effect: This agreement constitutes the full and complete agreement between the County and the Union upon which the parties did bargain or could have bargained unless amended by Section 1. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, policies, rules, and regulations concerning terms and conditions of employment inconsistent with these provisions. The parties acknowledge that all the remedies for breach of this contract are contained within the provisions of this contract.

Section 3. Term: The employer's fiscal year runs from July 1st of each year to June 30th of the following year. The term of this agreement shall be July 1, 2020 to June 30, 2022.

Section 4. Negotiations: Negotiations will be opened at any time that a change in law or an official act by person or bodies other than the parties hereto nullifies any of the terms of this contract. Negotiations at this time will be confined to the particular matter affected.

Entered into this _____ day of _____, 2020.

**BOARD OF COUNTY
COMMISSIONERS
YELLOWSTONE COUNTY**

DENIS PITMAN, CHAIRMAN

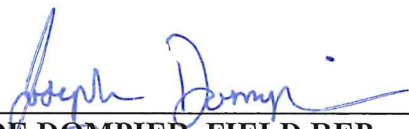
DONALD W. JONES, MEMBER

JOHN OSTLUND, MEMBER



MIKE LINDER, SHERIFF

**MONTANA FEDERAL OF PUBLIC
EMPLOYEES**



JOE DOMPIER, FIELD REP



DAVE SANDERLIN, UNION PRESIDENT

ATTEST: _____
JEFF MARTIN, CLERK & RECORDER

B.O.C.C. Regular

Agenda Item 1. c.

Meeting Date: 12/08/2020

Title: K.C. Williams Board Apppointment

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Board Appointment - K.C. Williams - Board of Health

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

KC Williams Board Appointment

Yellowstone County



COMMISSIONERS
(406) 256-2701
(406) 256-2777 (FAX)

P.O. Box 35000
Billings, MT 59107-5000
commission@co.yellowstone.mt.gov

December 8, 2020

Mr. KC Williams
P.O. Box 35004
Billings, MT 59107

RE: Board of Health

Dear Mr. Williams,

The Board of County Commissioners of Yellowstone County has appointed you to represent Yellowstone County as a member on the above-named board. Your term by this appointment will be a full term to December 31, 2023.

We wish to take this opportunity to thank you in advance for accepting this community service.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Denis Pitman, Chair

Donald W. Jones, Member

John Ostlund, Member

BOCC/emw

cc: John Felton, CEO Riverstone Health, 123 S. 27th St., Billings, MT 59101
John Dorr, Board of Health Chair, 2910 Palm Dr., Billings, MT 59102
Board File - Clerk & Recorder

B.O.C.C. Regular

Agenda Item 2. a.

Meeting Date: 12/08/2020

Title: Community 7 MOU

Submitted For: Jennifer Jones

Submitted By: Jennifer Jones

TOPIC:

Community 7 MOU for Closed Captioning to be Reimbursed through CARES

BACKGROUND:

Community 7 MOU for closed captioning.

RECOMMENDED ACTION:

Approve.

Attachments

Community 7 Joint Agreement

Memorandum of Understanding (MOU)

City/County/SD 2 – Community 7 TV Closed Captioning Project

1. Parties:

This memorandum of understanding (MOU) is made December 1, 2020, by and between the City of Billings, Montana, 210 North 27th Street, Billings, MT 59101 (City), Yellowstone County, Montana, 217 North 27th Street, Billings, MT 59101 (County), Billings Public School District #2, 415 North 30th Street, Billings, MT 59101 (SD2), and Community Seven Television, 415 North 30th Street, Billings, MT 59101 (CH7); collectively the “Parties.”

2. Purpose:

The Parties wish to work cooperatively on a project to provide closed captioning titles for the hearing impaired for all broadcasts of public meetings on Community 7 Television, more accurately described in Exhibit A, attached hereto and incorporated into this MOU.

3. Effective Date:

This MOU is effective upon written approval by all Parties and shall expire upon completion of payment to Community Seven Television, as outlined below. The prices include the first year of support, maintenance and warranty. The Parties may, but are in no way obligated to, extend this MOU for additional one year periods, by mutual agreement and in writing, for additional support, maintenance and warranty purposes.

4. Responsibilities:

Link Electronics Live Captioning Engine and Encoder Hardware	\$65,839
Less Billings Community Foundation Grant Award	<u>\$ 5,000</u>
Total	\$60,839
City of Billings Contribution	\$11,250
Yellowstone County Contribution	\$11,250
School District #2 Contribution	\$11,250
Community Seven TV Contribution	\$27,089

5. Contacts:

City of Billings:

Kevin Iffland, Assistant City Administrator – ifflandk@billingsmt.gov 406-657-8478

Yellowstone County:

Melissa A. Williams, Chief Civil Litigation Attorney – williamsm@co.yellowstone.mt.gov 406-256-2880

School District 2:

Craig Van Nice, CFO/District Clerk - vannicec@billingssschools.org 406-281-5000

Community Seven TV:

Tim Harrington, General Manager – timh@comm7tv.com 406-861-7101

6. Modifications and Amendments:

Any amendment or modification of this MOU or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this MOU.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

By: William A. Cole, Mayor

YELLOWSTONE COUNTY, MONTANA

By: Denis Pitman, Commissioner

BILLINGS PUBLIC SCHOOL DISTRICT 2

By: Craig Van Nice, CFO/District Clerk

COMMUNITY SEVEN TELEVISION

By: Tim Harrington, General Manager



C7 TV- Billings, MT- ACE-2200/492

BILLINGS COMMUNITY CABLE
CORPORATION
415 North 30th Street
Billings, MT 59101
United States

Tim Harrington
General Manager
timh@comm7tv.com
406.281.5079

Reference: 20201123-183152623
Prepared: November 23, 2020
Expires: January 22, 2021
Prepared by: Tricia McRae
National Sales Manager
tmcrae@linkelectronics.com
+1 (573) 979-2986

Comments from Tricia McRae

ACE SERIES WARRANTY INFORMATION - First year of service and warranty is included. Additional Years of Warranty are optional and can be purchased in advance or at time of renewal.

Products & Services

Item & Description	Quantity	Unit Price	Total
ACE-2200/492 Automated Captioning Engine - Live and Post Production Captioning - All-In-One Bundle with SCE-492 Captioning Encoder	1	\$67,875.00	\$65,838.75 after 3% discount

Subtotals

One-time subtotal	\$65,838.75 after \$2,036.25 discount
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Total \$65,838.75

Purchase Terms

Payment Terms: Net 15

Freight is additional- Please ask for a quote. Freight quoted will be via UPS Ground unless otherwise specified
Prices are in USD

*Order Placement: Please send formal purchase order to our sales team. FAX: (573) 204-4554 or EMAIL: sales@linkelectronics.com
Please reference the Link quotation number located at the top right of this form on your purchase order. Credit card payments over \$5000.00 will incur a 3% processing fee. Thank you!*

!WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.

Questions? Contact me



Tricia McRae
National Sales Manager
tmcrae@linkelectronics.com
+1 (573) 979-2986

Link Electronics
2709 State Hwy 248
Branson, MO 65686
US

B.O.C.C. Regular

Agenda Item 2. b.

Meeting Date: 12/08/2020**Title:** MetraPark Contract with S BAR S For Clear Span Livestock Building**Submitted For:** James Matteson, Purchasing Agent**Submitted By:** James Matteson, Purchasing Agent

TOPIC:

MetraPark Contract with S Bar S for a Clear Span Livestock Building

BACKGROUND:

MetraPark is requesting Commissioner approval for a contract for with S Bar S for the construction of an 80 ft x 250 ft open sided Livestock Building. An Invitation for Bids was released on December 23rd, 2019 and Bids were due on February 3rd, 2020. 3 Bids were received and opened on February 4th, 2020 and referred to staff for recommendation.

The low bid of \$298,875.00 was received, however, it did not include any electrical, plumbing, site prep or compacted base.

S Bar S submitted a bid of \$299,990.00 that included electrical, plumbing, site prep, compacted base and a curb stop and riser for connection to water main. S Bar S was awarded the project on June 23rd, 2020. During the Engineering/Design phase, significant structural changes were required to meet building code and will increase the cost of the building to \$305,990.00. The project remains within budget and was anticipated and included in the FY21 Capital Expenditure approved budget. (5811.000.552.460442.920).

RECOMMENDED ACTION:

Approve the request, sign the contract and return a copy to Finance.

Attachments

Contract MetraPark-S Bar S- Livestock Bldg

**Standard Form of Agreement between Owner
and Contractor on the Basis of
A Stipulated Price**

This agreement is dated as of the 1st day of December 2020, by and between Yellowstone County, Montana (hereinafter called Owner), and S Bar S Building Center, Billings, Montana (hereinafter called Contractor).

Owner and Contractor, in consideration of the material covenants hereinafter set forth, agree as follows:

1. Scope of Work

Contractor shall provide all labor, materials, and equipment necessary for construction of an 80 ft x 250 ft x 12 ft Standard Clear Span Pole Building with open walls.

- a. Structural support poles shall be; 5 ply 2x6 S4S bottom treated, set 10 feet on center imbedded in concrete.
- b. Trusses shall have a 30# psf Snow Load, 2.5/12 pitch, double truss, sheeted with 7/16 OSB.
- c. Purlins shall be 2x4 on 24-inch centers, with no two consecutive joints on the same truss.
- d. Gable trusses enclosed with colored 26-gauge high tensile steel with neoprene washers to match existing buildings.
- e. Roofing shall be 26-gauge high tensile steel attached with neoprene washers.

Site Work:

- a. Provide, Install, and compact 2" thick 1-1/2" road mix base inside 80 ft x 250 ft building.

Electrical:

- a. 2 each - 46w LED wall packs
- b. 200 Amp meter main w/ 18 circuits.
- c. 26 each general-purpose receptacles on 4 circuits with all metal In-use covers.
- d. 12 each - 200w LED round high bay light fixtures with surface mount conduit.
- e. All circuits will feed off Metra Main provisions.

Plumbing:

- a. Provide and install 600 ft of 1" poly piping for yard hydrants.
- b. Provide and install 6 each - yard hydrants.
- c. Provide and install curb stop and riser for point of connection to water main to existing building near new building. Connection of new line to water main responsibility of Owner.

Contractor shall provide Engineering, State Building Permit, Performance Bond, and Builders Risk Insurance.

Owners is responsible for utility fees and hookup, Major site preparation and material, and any demolition of existing buildings.

Should any additional work need to be performed, both parties prior to the work being completed must sign a written change order. Project completion date of March 11th, 2021 is desired.

3. **Contract Price**

Owner shall pay the Contractor \$299,990.00 for the building plus \$6,000.00 for Changes required by code discovered during engineering, for a total of \$305,990.00.

4. **Contractors Representation**

- 4.1 Contractor has examined and reviewed the Contract Documents and other related paperwork.
- 4.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.
- 4.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.
- 4.4 Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

5. **Contract Documents**

The Contract Documents, which comprise the entire agreement between Owner and Contractor, consist of the following:

- 5.1 This Agreement.
- 5.2 Contractor's proposal
- 5.3 Contractor's current Certificate of Insurance and Workers Compensation coverage.

6. **Miscellaneous**

- 6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will discharge the assignor from any duty or responsibility under the Contract Documents.
- 6.2 Contractor, shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County as additional

insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars, (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence while performing any work or service and for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

Contractor shall name on the Certificate of liability insurance Yellowstone County, as additional insured for on-site work or Maintenance Service. In addition, Contractor will furnish to Yellowstone County a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County, are named as an additional insured under the Contractors insurance policy.

Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence. And for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph of the Invitation to Bid shall not be limited by any assertions or finding that Yellowstone County, is liable for any damages by reason of a non-delegable duty.

- 6.3 Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County. Workers Compensation insurance or the

exemption from the workers compensation obligation must be valid for the entire period.

- 6.4 Owner and Contractor each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assign and legal representative to respect to all covenants, agreements and obligations contained in the Contract Documents.
- 6.5 Contractor must give preference to the employment of bona fide residents of Montana in the performance of this work.
- 6.6 All work and materials must be warranted for a period of one year from date of installation.
- 6.7 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana
- 6.8 Contractor agrees to defend, indemnify and hold harmless the County against all claims for injuries to person or damages to property occurred from or in Connection with the Contractors performance under the Agreement.
- 6.9 In the event of litigation between Contractor and the County, the Prevailing party shall be entitled to reimbursement of Court costs and Reasonable Attorney fees by the non-prevailing party.
- 7.0 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects contractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract.

Contractor will be required to follow all the directives included in section 18-2-422 of the Montana Code Annotated concerning Montana Prevailing Wages. Those directives are as follows:

- (1) The contractor and employers shall pay the standard prevailing wage rate, including fringe benefits, for each job classification during construction of the project;

- (2) each contractor and employer are required to maintain payroll records in a manner readily capable of being certified for submission under statute 18-2-423, for not less than 3 years after the contractor's or employer's completion of work on the project; and
- (3) each contractor is required to post a statement of all wages and fringe benefits in compliance with 18-2-423.

Statute 18-2-423 is as follows: If a complaint is filed with the department alleging noncompliance with 18-2-422, the department may require the project to submit to it certified copies of the payroll records for workers employed on that project. A contractor or a subcontractor shall pay employees receiving an hourly wage on a weekly basis. If a wage violation complaint is filed with the department, the contractor or subcontractor shall provide the employee's payroll records to the department within 5 days of receiving the payroll request from the department.

- (4) The Contractor is required to comply with all other applicable provisions of Title 18, Chapter 2, Part 4 of the Montana Code Annotated.

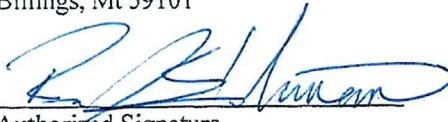
IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each will be delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective December 1st, 2020

OWNER:
Yellowstone County
Billings, MT 59101

CONTRACTOR:
S Bar S Building Center
Billings, Mt 59101

Denis Pitman, Chair



Authorized Signature

Attest:

Jeff Martin, Clerk and Recorder

B.O.C.C. Regular

Agenda Item 2. c.

Meeting Date: 12/08/2020

Title: Request to Expend Public Works, Weed Division; Spray Unit

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Request to Expend by Public Works, Weed Division for a 75 Gallon Spray Unit

BACKGROUND:

The Public Works Weed Division is requesting Commissioner approval for the purchase of a 75 gallon ATV spray system. The purchase was anticipated and included on the approved FY 21 budget for \$5,100.00, however the cost has increased to \$5,500.00. There are sufficient funds within the Weed-Capital Outlay Fund (2140.000.403.431100.940) to cover the increased cost.

RECOMMENDED ACTION:

Approve the request and return a copy to Finance

Attachments

RTE Public Works Weed Division ATV Sprayer

Purchase Requisition**WEED CONTROL****No. 279660****Vendor Information**WARNE CHEMICAL
2680 COMMERCE ROAD

RAPID CITY SD 57702

Contact Person:

Phone: (800) 658-5457 Fax:

Requisition Information

SHIP TO: Weed Control

REQUESTER: Joe Lockwood

PROJECT: Undesignated

REQUISITION TYPE: Purchase Order

ORDER METHOD: Mail

REQUISITION DATE: 11/25/2020 DATE REQUIRED: 12/10/2020

REFERENCE:

BUYER:

AWARD NUMBER:

Line	Qty	Unit	Part#	Description	Account Number	Unit Price	Extended	Tax	Freight
1	1	EA		Inv. # 345246/New Spray System for Gator	2140.000.403.431100.940	5,500.00	5,500.00	0.00	0.00
					WEED- CAPITAL OUTLAY/ EQUIPMENT				
2	1	EA		Inv. # 345247/Replacement Remote for remote control hose reel.	2140.000.403.431100.230	538.00	538.00	0.00	0.00
					WEED- REPAIR & MAINT SUPPLIES				

APPROVAL SIGNATURES: **Sub-Total:** 6,038.00**Freight:** 0.00**Tax:** 0.00**Total Amount:** 6,038.00**NOTES:****FILE COPY**

Printed: 11/25/2020 12:48:51 PM

Invoice / Sales Receipt #345246

11/25/2020 12:48 PM

Sales Rep: xtimjohannesen

Page 1

WARNE CHEMICAL & EQUIPMENT CO.

2680 COMMERCE RD

RAPID CITY, SD 57702

PHONE: (605) 342-7644 OR (800) 658-5457

FAX: (605) 342-4036

www.warnechemical.com

YELLOWSTONE COUNTY (MT) WEED BOARD

YELLOWSTONE COUNTY (MT) WEED BOARD

3319 KING AVE E

BILLINGS, MT 59101

Item Name	Qty	Price	Ext Price	Tax
Custom 75 Gallon UTV Sprayer	1	\$5,500.00	\$5,500.00	T
- 75 Gallon ultra low profile tank with floor length mounting tabs				
- GX160 Honda engine - recoil start				
- Hypro 7560 - 8 roller pump				
- Double 187 Boom buster nozzles				
- Electric 1/2" ball valve with in cab switch box				
- Buddy reel with 150 ft of 12mm hose				
- Turbo Industrial handgun				
- Hydraulic agitation in tank				
- 3/4" valve to fill outside units				

Subtotal: \$5,500.00
Exempt 0 % Tax: + \$0.00
RECEIPT TOTAL: \$5,500.00

Account: \$5,500.00

Signature _____

I agree to pay the above amount in accordance with merchant agreement. I give express authorization to be contacted by Warne Chemical or their agents using text, email, landline or cell phone for any purpose related to my business with Warne Chemical & Equipment.

A SERVICE CHARGE OF 18% APR OR 1.5% PER MONTH WILL BE ADDED TO ALL PAST DUE ACCOUNTS.



345246

Printed: 11/25/2020 12:51:05 PM

Invoice / Sales Receipt #345247

11/25/2020 12:50 PM
Sales Rep: xtimjohannesen
Page 1

WARNE CHEMICAL & EQUIPMENT CO.

2680 COMMERCE RD
RAPID CITY, SD 57702
PHONE: (605) 342-7644 OR (800) 658-5457
FAX: (605) 342-4036
www.warnechemical.com

YELLOWSTONE COUNTY (MT) WEED BOARD
YELLOWSTONE COUNTY (MT) WEED BOARD
3319 KING AVE E
BILLINGS, MT 59101

Item Name	Qty	Price	Ext Price	Tax
BUDDY REEL REMOTE	1	\$538.00	\$538.00	T
REPLACEMENT BUDDY REEL REMOTE				

Subtotal: \$538.00
Exempt 0 % Tax: + \$0.00
RECEIPT TOTAL: \$538.00

Account: \$538.00

Signature _____

I agree to pay the above amount in accordance with merchant agreement. I give express authorization to be contacted by Warne Chemical or their agents using text, email, landline or cell phone for any purpose related to my business with Warne Chemical & Equipment.

A SERVICE CHARGE OF 18% APR OR 1.5% PER MONTH WILL BE ADDED TO ALL PAST DUE ACCOUNTS.



345247

FINAL FY21 BUDGET

Weed Fund - Expenditure Budget

REQUESTS FOR ADDITIONAL OPERATING AND CAPITAL BUDGET OVER FY20 ORIGINAL BUDGET									
ACCOUNT NUMBER	EXPLANATION		AMOUNT Requested						
2140.000.403.431100.210	New printer and cartridges		1,500						
2140.000.403.431100.222	Decreased funding in Salt Cedar grant		3,500						
2140.000.403.431100.398	Decreased funding in Salt Cedar grant		5,000						
2140.000.403.431100.740	increase from \$500 to \$1000 per landowner		5,000						
2140.000.403.431100.850	Increase to cover more contingencies		2,500						
2140.000.403.431100.940	75 Gallon Spray Unit for 2020 Gator	5,100							
2140.000.403.431100.940	New Outback Rebel Guidance GPS Unit	2,500							
2140.000.403.431100.940	DELL Latitude 5420 Laptop	2,800							
2140.000.403.431100.940	DELL Small Form Factor	1,600							
	TOTAL		12,000						
REQUESTS FOR CHANGES IN PERSONNEL									
POSITION	EXPLANATION FOR FTE, OVERTIME, OR TEMP SALARY CHANGE								

B.O.C.C. Regular

Agenda Item 2. d.

Meeting Date: 12/08/2020**Title:** Sheriff's Office - Request For Proposals- Veterinary Services**Submitted For:** James Matteson, Purchasing Agent**Submitted By:** James Matteson, Purchasing Agent

TOPIC:

Sheriff's Office Request for Proposals for Veterinary Services

BACKGROUND:

The Sheriff's Office is requesting Commissioner approval to release a Request for Proposal for Veterinary Services. The request is for Veterinary Services from a qualified Veterinarian to provide stray dog boarding and care for stray dogs found in the County and impounded by law enforcement for up to three (3) days or longer if authorized for an extended stay.

RECOMMENDED ACTION:

Approve the request and return a copy to Finance

AttachmentsRFP Sheriff's Office Veterinary Services



**REQUEST FOR PROPOSALS
YELLOWSTONE COUNTY, MONTANA**

VETERINARY SERVICES

DECEMBER 2020

**REQUEST FOR PROPOSAL
VETERINARY SERVICES
YELLOWSTONE COUNTY**

The Yellowstone County Board of County Commissioners requires services from a qualified Veterinarian for Proposals to provide stray dog boarding and care for stray dogs found in the County and impounded by law enforcement. Proposals submitted must have Three (3) hard copies response to this RFQ clearly marked “**RFQ VETERINARY SERVICES**”, and is received no later than 5:00PM MDT on December 28th, 2020. All Proposals received will be time and date stamped. All timely proposals will be opened and acknowledged at 9:30 a.m. December 29th, in the Commissioners Board Room, 3rd Floor – Room 3108, Stillwater Building, located at 316 North 26th Street, Billings, MT 59101. All proposals that are time and date stamped later than 5:00 p.m. December 28th, 2020 will not be considered.

Information concerning this request should be addressed to James Matteson, Yellowstone County Finance, jmatteson@co.yellowstone.mt.gov.

SELECTION PROCEDURE

The County intends to evaluate and award a contract for the project without conducting discussions. However, the County reserves the right to conduct discussions if determined by the County to be in the best interest of the County at any time leading up to contract award.

EVALUATION

The evaluation of Consultants’ proposals may include, but is not limited to, the following criteria:

- Qualifications of professional personnel
- Location

SUBMITTAL OF INFORMATION:

Three (3) hard copies to this RFP, following submittal instructions, clearly marked **RFP Veterinary Services**, and be received no later than 5:00PM MDT December 28th, 2020.

**Board of County Commissioners
Room 3101
316 North 26th Street
Billings, MT 59101**

SCOPE OF WORK

Animal Care & Veterinarian Services

- A. Provide stray dog boarding and care for dogs found in the County and impounded by law enforcement.
- B. Receive, handle and care at all hours that vendor has employees scheduled to work.
- C. After Hours Kennels or access for Deputies to secure dogs.
- D. Limit care to Boarding and when required, shock and pain management.
- E. Board for up to Three (3) Days.
- F. Contractor shall not be responsible for or provide any veterinary unless expressly authorized to provide such services by the officer.
- G. Contractor agrees that after three (3) days boarding, (or after an authorized extended stay whichever timeframe applies) if the pet is reunited with an owner, Contractor will arrange for the pet to be transported.

The successful bidder (herein after Contractor), shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County, as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence while performing any work or service and for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

Contractor shall name on the Certificate of liability insurance Yellowstone County, as additional insured for on-site work or Maintenance Service. In addition, Contractor will furnish to Yellowstone County a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County, are named as an additional insured under the Contractors insurance policy. Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence. And for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph of the Invitation to Bid shall not be limited by any assertions or finding that Yellowstone County, is liable for any damages by reason of a non-delegable duty.

Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County. Workers Compensation Insurance or the exemption from the workers compensation obligation must be valid for the entire period.

INSTRUCTIONS TO PROPOSERS

Proposals Must:

1. Be signed by an officer or principal of your firm.
2. Be contained in a document not to exceed eight (8) pages total (single or double-sided printing is acceptable) including whatever pictures, charts, graphs, tables, and text the firm deems appropriate to be part of the review of the firm's qualifications. A separate transmittal letter, cover page, cover sheets, sample schedules, and dividers are exempted from the page limit. The page size is limited to 8.5 x 11 inches, with basic text information reasonably legible.
3. Include a proposed cost schedule

All questions and contact regarding this RFQ must be submitted in writing (Email is acceptable) to:

Yellowstone County Finance
Attention: James Matteson
216 North 27th Street
Billings, MT 59101
406-256-2717
jmatteson@co.yellowstone.mt.gov

-END OF THIS REQUEST FOR PROPOSAL-

Done by order of the Board of County Commissioners, Yellowstone County, Montana this 8th day of December, 2020

Board of County Commissioners
Yellowstone County, Montana

Denis Pitman, Chair

Attest:

Jeff Martin, Clerk and Record

B.O.C.C. Regular

Agenda Item 2. e.

Meeting Date: 12/08/2020

Title: Resolution to change boundary of 731M

Submitted For: Jennifer Jones

Submitted By: Jennifer Jones

TOPIC:

Resolution 20-93 to Change Boundary in 731M Removing Property D12410A

BACKGROUND:

Resolution to change boundary in 731M removing D12410A.

RECOMMENDED ACTION:

Approve.

Attachments

731M

RESOLUTION NO. 20-93

**RESOLUTION CHANGING THE BOUNDARY OF RURAL SPECIAL
IMPROVEMENT MAINTENANCE DISTRICT #731M
(FOX FARMS SUBDIVISION)**

WHEREAS, the Owner's parcel number D12410A (C.O.S. 2917 AMD TR1M), are not benefitted parcels in RSID 731M; and

WHEREAS, the proposed boundaries will change due to parcel number D12410A (C.O.S. 2917 AMD TR1M) of Yellowstone County, Montana, more particularly shown in Exhibit A being removed from RSID 731M; and

WHEREAS, pursuant to §7-12-2161(4), MCA, the Commissioners have the power of changing, by resolution, the boundaries of any maintenance district not more than once a year; and

WHEREAS the boundaries of RSID 731M have not been changed within the last year.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Yellowstone County, Montana the Rural Special Improvement Maintenance District, intends to change the boundary of RSID 731M the following described

- 1. DESCRIPTION OF IMPROVEMENTS, DESCRIPTION OF MAINTENANCE, METHOD OF ASSESSMENT AND ESTIMATED COSTS.** Assessments collected on behalf of this district shall be used for the maintenance, preservation, and repair of the streets and storm water located within the boundaries of this district. All of the costs of the district shall be assessed equally on a per lot method for existing and future lots.

PASSED AND ADOPTED by the Board of County Commissioners of Yellowstone County, Montana, this 8th day of December, 2020.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Denis Pitman, Chairman

John Ostlund, Member

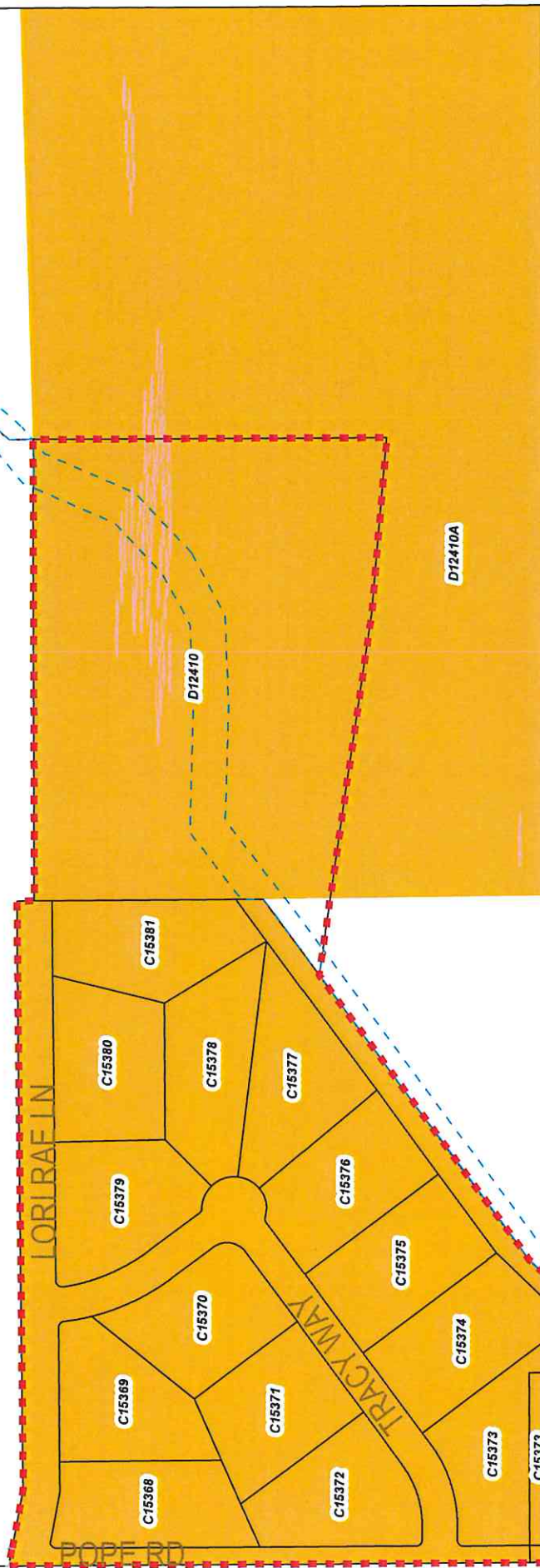
Donald Jones, Member

(SEAL)
ATTEST:

Jeff Martin, Clerk & Recorder Yellowstone County, Montana

Proposed boundary change for RSID 731 M

D02457



Proposed New Boundary
Existing Boundary

B.O.C.C. Regular

Agenda Item 2. f.

Meeting Date: 12/08/2020**Title:** MetraPark Invitation for Bid Cold Storage Building**Submitted For:** James Matteson, Purchasing Agent**Submitted By:** James Matteson, Purchasing Agent

TOPIC:

MetraPark Invitation for Bid for a Cold Storage Building

BACKGROUND:

MetraPark is requesting Commissioner approval to release an Invitation for Bid for a 100 ft x 100 ft Metal frame or Post/Pole Purlin & Girt construction building with metal exterior. Bids must be received by 5:00 p.m. January 11th, 2021. All bids received by this time and date will be opened and acknowledged at 9:30 a.m. January 12th, 2021 in the Commissioners Board Room, Room 3108, located on the 3rd floor of the Stillwater Building, 316 North 26th Street, Billings, MT 59101.

RECOMMENDED ACTION:

Approve the request and return a copy to Finance

AttachmentsMetraPark IFB Cold Storage Bldg 2020

**INVITATION FOR BID
METRAPARK
COLD STORAGE BUILDING**

Notice is hereby given that the Board of County Commissioners of Yellowstone County, Montana is currently soliciting bids from interested parties for the construction of a Post Frame Building for MetraPark Cold Storage located at 308 6th Avenue North, Billings, MT; this includes the cost of all materials, permits, labor and equipment necessary to complete the project.

All proposals must be labeled "METRAPARK COLD STORAGE BUILDING" and mailed with 3 copies (1 original and 2 copies) to the Board of County Commissioners, PO Box 35000, Billings, MT 59107 or delivered to their office, Room 3101, located on the 3rd floor of the Stillwater Building, 316 North 26th Street, Billings, MT 59101. Bids must be received no later than 5:00 p.m. January 11th, 2021. All bids received by this time and date will be opened and acknowledged at 9:30 a.m. January 12th, 2021 in the Commissioners Board Room, Room 3108, located on the 3rd floor of the Stillwater Building, 316 North 26th Street, Billings, MT 59101. Bids received after the aforementioned time and date will not be considered.

All bids must include a Bid Security in an amount equal to ten percent (10%) of the total bid. The security may consist of cash, a cashier's check, a certified check, a bank money order, a certificate of deposit, a money market certificate, or a bank draft. The security must be: a) drawn and issued by a federally chartered or state chartered bank or savings and loan association that is insured by or for which insurance is administered by the Federal Deposit Insurance Corporation; or b) drawn and issued by a credit union insured by the National Credit Union Share Insurance Fund; or c) a bid bond or bonds, original only, no photocopies, executed by a surety company authorized to do business in the State of Montana. Facsimiles, personal and/or business checks are not an acceptable form of security. All bonds of the unsuccessful bidders will be returned within 10 days of the signing of a contract with the successful bidder.

The successful bidder will be required to provide the County with a performance bond and labor and materials bond, both for 100% of the contract amount, within ten days of the execution of the contract and prior to starting any work on the project. The selected Contractor will also be required to provide a copy of their commercial liability insurance certificate and workers compensation coverage prior to beginning the project.

A 5% retainage fee will be withheld from all progress payments made to the successful bidder. The fee will be returned to the contractor upon completion of the project and acceptance of the project by the County. The successful bidder will be required to pay the State of Montana a sum equal to 1% of the gross receipts from the public contract. The County will withhold this amount and forward it to the State of Montana.

Each bidder must have a current Montana Public Contractor's Registration number when submitting their bid. The number must appear on the bid. All subcontractors, if any, must obtain a registration number prior to beginning any work on the project. Bid only registrations are acceptable for the bidding process.

No bid may be withdrawn for at least 45 days after the scheduled deadline time for receipt of the bids.

The successful bidder will be required to follow all the directives included in section 18-2-422 of the Montana Code Annotated concerning Montana Prevailing Wages for Building Construction 2020/2021. Those directives are as follows:

- (1) The contractor and employers shall pay the standard prevailing wage rate, including fringe benefits, for each job classification as stated in the current prevailing wage rate schedules. The current schedules are available at the State of Montana web-site. It is the responsibility of the contractors to obtain and use the applicable Wage Rate Schedules.
- (2) each contractor and employer are required to maintain payroll records in a manner readily capable of being certified for submission under statute 18-2-423, for not less than 3 years after the contractor's or employer's completion of work on the project; and
- (3) Each contractor is required to post a statement of all wages and fringe benefits in compliance with 18-2-423.

Statute 18-2-423 is as follows: If a complaint is filed with the department alleging noncompliance with 18-2-422, the department may require the project to submit to it certified copies of the payroll records for workers employed on that project. A contractor or a subcontractor shall pay employees receiving an hourly wage on a weekly basis. If a wage violation complaint is filed with the department, the contractor or subcontractor shall provide the employee's payroll records to the department within 5 days of receiving the payroll request from the department.

- (4) The Contractor is required to comply with all other applicable provisions of Title 18, Chapter 2, and Part 4 of the Montana Code Annotated.

The successful bidder will be required to give preference to the employment of bona fide Montana residents in the performance of the work on this project.

All Montana laws pertaining to resident bidders, both state and county, will be adhered to if applicable.

The contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the CONTRACTOR subjects subcontractors to the same provisions. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, and regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975, and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects Subcontractors to the same provisions. In accordance with Section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

Dark Money Spending Disclosure Requirements

Contracting Entity shall comply with the State of Montana [Executive Order No.15-2018](#) Requiring the disclosure of dark money spending.

Equal Pay for Montana Women

Contracting Entity shall comply with [Executive Order No. 12-2016](#) promoting equal pay for Montana women directs the Department of Administration to include incentives in the RFP process for contractors who engage in best practices to promote wage transparency. These best practices include the following:

- (a) Posting salary ranges in the employment listings;
- (b) Certifying that the contractor will not ask about wage history in employee interviews; and
- (c) Certifying that the contractor will not retaliate or discriminate against employees who discuss or disclose their wages in the workplace.

INSURANCE REQUIREMENTS

CONTRACTOR shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County, as additional insured for this project against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence during the project and for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain for this project at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the project by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the project.

Contractor shall name on the Certificate of liability insurance Yellowstone County, as additional insured throughout the project. In addition, Contractor will furnish to Yellowstone County, a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County, are named as an additional insured under the Contractors insurance policy for this project. Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work on the project.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County, from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence during this project. And for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph shall not be limited by any assertions or finding that Yellowstone County, is liable for any damages by reason of a non-delegable duty.

The Board of County Commissioners will award the contract resulting from this Invitation to Bid to the lowest and best responsible bidder. The Board reserves the right to reject any or all bids received, to waive informalities to evaluate the bids submitted, and to accept the bid that best serves the interests of Yellowstone County.

Information and questions related to the Scope of Work or specifications should be addressed to Jeff Seward – jseward@co.yellowstone.mt.gov.

All questions regard the bid procedure should be direct to James Matteson – jmatteson@co.yellowstone.mt.gov.

Done by order of the Board of County Commissioners, Yellowstone County, Montana
this 8th Day of December 2020.

Board of County Commissioners
Yellowstone County, Montana

Denis Pitman
Chair

Attest:

Jeff Martin
Clerk and Recorder

INVITATION FOR BID METRAPARK COLD STORAGE BUILDING

SCOPE OF WORK

- a. All design, prime and general contractor responsibilities, permitting, maintaining budgets, schedules and reporting on a regular basis.
- b. Quality of design, construction and execution is paramount
- c. Single story building of Metal or Post/Pole Purlin & Girt construction with metal exterior.
- d. 10,000 sq ft building footprint 100 ft x 100 ft – Interior load bearing posts acceptable
- e. Minimum 18 ft Sidewalls
- f. Mezzanine levels on each side; 12 feet deep x 8 feet high minimum x 100 feet
 - 1. Engineered to support 175 psf load
 - 2. Minimum ¾" Tongue & Groove floor decking
 - 3. Minimum of one set of stairs each side
 - 4. Wood or Metal guard railing and three (3) sets of forklift load/unload gates each side
- g. Two (2) each 12 ft x 12 ft Roll Up Door (manual roll up/sectional panels)
- h. 2/12 Pitch Roof
- i. Out-swing walk through door(s) to meet codes & ADA compliance.
- j. No windows
- k. Electrical panel with Interior LED Lights – Power hook-up to be done by others
- l. Electrical outlets by code
- m. Exterior LED Security light sets on each corner of building and LED lights over roll-up and walk through doors.
- n. Minimum 6" reinforced concrete floor with #4 rebar on 2ft centers with monolithic edge and foundation insulation
- o. Minimum 14 ft x 14 ft - 6" Concrete approach with #4 rebar on 2ft centers for Overhead doors
- p. Concrete pad for walk-in doors
- q. Rain Gutters on Front & Back with Downspouts.

BID PROPOSAL

Bid as per Scope of Work \$ _____

Expected Start Date _____

Expected Completion Date _____

CHECK LIST

Please be sure you have completed the following prior to submitting your bid.

1. Read and understand the specifications.
2. Enclosed a ten (10) percent bid security.
3. Made yourself familiar with any State laws that pertain to the bid
4. Asked and received any answers to any questions regarding the bid procedure, specifications, or general information.
5. Addressed and mailed or delivered your bid to be received at the correct address by the time and date indicated in the Invitation to Bid.

B.O.C.C. Regular

Agenda Item 3. a.

Meeting Date: 12/08/2020

Title: Cottonwood Cr Rd Easement through State Land

Submitted For: Tim Miller, Public Works Director

Submitted By: Tim Miller, Public Works Director

TOPIC:

Cottonwood Creek Road Easement through State Land

BACKGROUND:

Agreement with the State of Montana for the purchase of right of way a 60 foot road easement through state land for Cottonwood Crr Rd.

RECOMMENDED ACTION:

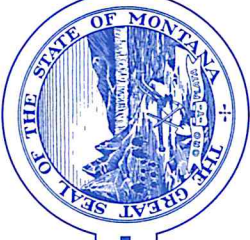
Approve the purchase of the right of way.

Attachments

Easements

DEPARTMENT OF NATURAL RESOURCES
AND CONSERVATION

Yellowstone County Commissioners
RECEIVED



STEVE BULLOCK, GOVERNOR

STATE OF MONTANA

DIRECTOR'S OFFICE: (406) 444-2074
FAX: (406) 444-2684

1539 ELEVENTH AVENUE

PO BOX 201601
HELENA, MONTANA 59620-1601

NOV 24 2020

18-Nov-2020

YELLOWSTONE COUNTY
COMMISSIONERS

PO BOX 35000

BILLINGS, MT, 59107

Invoice No SUES2100052

RE: Right of Way Application No. 18979

Easement Purpose Public Road Access

Legal Description	Twp	Rng	Sec	County
60-FOOT STRIP THROUGH E2SW4	4S	25E	17	Yellowstone, Montana
60-FOOT STRIP THROUGH NE4NW4	4S	25E	20	Yellowstone, Montana

Billing Statement - Date Due 20-Jan-2021

The above referenced Right of Way Application was presented to and approved by the State Board of Land Commissioners at their meeting; said action being pursuant to their authority under 77-2-101, et seq

Total Amount Due \$3,402.00

Please review the enclosed easment. Sign where indicated and return with your payment. The original document will be returned to you upon final execution by the appropriate state officials.

Sincerely,

Lisa Axline, R/W Supervisor
Real Estate
Management Bureau

Enclosure

cc: SLO



SUES2100052

DIRECTOR'S
OFFICE
(406) 444-2074

CONSERVATION & RESOURCE
DEVELOPMENT DIVISION
(406) 444-6667

BOARD OF OIL & GAS
CONSERVATION DIVISION
(406) 444-6675

TRUST LAND MANAGEMENT
DIVISION
(406) 444-2074

Right of Way Application No. 18979
Affecting a 60-foot strip through
E2SW4, Sec. 17 and a 60-foot strip
through NE4NW4, Sec. 20, Twp. 4S,
Rge. 25E, Yellowstone County, Montana

EASEMENT NO. D-

RIGHT OF WAY GRANT

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF MONTANA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

Know ye that the State of Montana (hereinafter referred to as "Grantor"), in consideration of the sum of Three Thousand Four Hundred Two and No/100 Dollars (\$3,402.00), now paid, grants to Yellowstone County (hereinafter referred to as "Grantee") a right of way upon and across State lands for a public county road known as Cottonwood Creek Road, as follows:

A 60-foot strip through E2SW4, Section 17 and a 60-foot strip through NE4NW4, Section 20, Township 4 South, Range 25 East, Principal Meridian Montana, Yellowstone County, Montana, as shown and depicted on the Exhibit attached hereto and made a part hereof and containing 4.86 acres, more or less.

The grant of this easement is subject to the following conditions:

The Grantee shall comply with the Montana Antiquities Act, Title 22, Chapter 3, MCA. In particular, Sections 22-3, Parts 4 and 8.

It is also agreed that the Grantee shall comply with such rules or regulations as may be hereafter imposed by the State Board of Land Commissioners to ensure that the environment will be adequately protected, and the public health and safety not be endangered.

The Grantee shall be responsible for controlling any noxious weeds introduced by Grantee's activity on State-owned land. The Grantee's methods of control must be reviewed by the Grantor's Area Field Office that has jurisdiction for that locale.

The Grantee shall comply with the Montana County Noxious Weed Management Act, Section 7-22-2101 MCA, as follows: The Grantee shall notify the local weed board that is responsible for that geographical area that the project is located in. If the Grantee disturbs vegetation for any reason, Grantee shall be required to revegetate the disturbed area. The Grantee shall submit to the local weed board a written plan specifying the methods to be used to accomplish revegetation. The plan must describe the time and method of seeding; fertilization, recommended plant species, use of weed-free seed, and the weed management procedures to be used. This plan is subject to approval by the local weed board, and therefore must be signed by the chairman of the board.

It is further agreed by the Grantee that Grantee shall backfill, grade and revegetate all disturbed areas that are not part of the road surface to the satisfaction of the State. If the first seeding of compatible grass species does not germinate to the satisfaction of the Department, the Grantee may be required to reseed in those areas open to erosion and weeds. Upon termination of this easement, Grantee shall reclaim the entire area in accordance with this paragraph.

Provided, further, that the right of way granted herein shall be assignable by Grantee only with the written approval of the Director, Department of Natural Resources and Conservation.

Provided, further, that permission must be obtained in writing, from the Director, Department of Natural Resources and Conservation, prior to the construction of any improvements on the right of way herein granted.

Provided, however, that the right of way granted herein is not exclusive and Grantee shall not interfere with the Grantor and its successors, assigns, lessees or other parties authorized to use State lands, in their right, at all times to go upon, cross and re-cross the land covered by said right of way and any road thereon, at any point, for any and all purposes in a manner that will not unreasonably interfere with the rights granted to the Grantee.

Provided further that the Grantee agrees that it shall indemnify and reimburse the State of Montana for all future assessments made upon Sections 17 and 20, Township 4 South, Range 25 East, Yellowstone County, pursuant to Title 7, Chapter, 12, Part 21, MCA for the creation or maintenance of a rural improvement district. This condition shall apply only so long as the lands are held by the state or until waived in writing by the state.

Provided, that Grantor may terminate this right of way for a material breach of any of the conditions or provisions of this deed. Before termination, the Board shall give Grantee written notice of intent to terminate and a reasonable period to cure the breach.

It is further provided that whenever said lands herein granted as a right of way shall cease to be used for such purpose, the right of way shall terminate upon notice to that effect being given to the said grantee named herein.

IN TESTIMONY WHEREOF, the State of Montana has caused these presents to be executed by the Governor, and to be attested by the Secretary of State, and countersigned by the Director, Department of Natural Resources and Conservation, and the Great Seal of the State, and the Seal of the State Board of Land Commissioners to be hereunto affixed this _____ day of _____ A.D. 2020.

ATTEST:

..... Governor of the State of Montana

..... Secretary of State

Countersigned by:

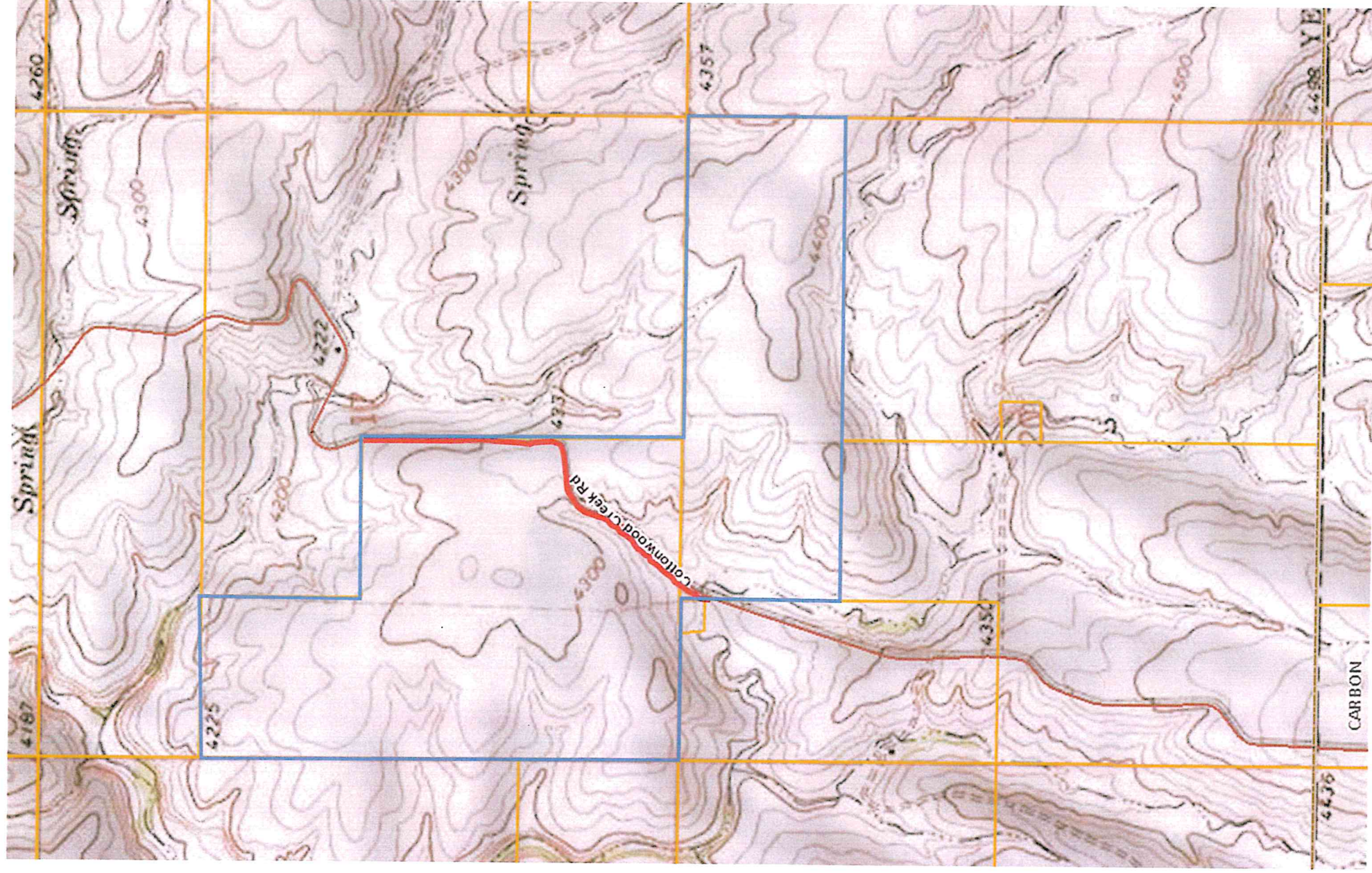
.....
Director, Department of Natural
Resources and Conservation

Accepted and Approved:

.....
Applicant

.....
Printed Name

Exhibit



Township 4 South
Range 25 East
Sections 17 & 20

B.O.C.C. Regular

Agenda Item 3. b.

Meeting Date: 12/08/2020

Title: Approval of Contract Change Order #1 - 2020 RSID 858 Overlay

Submitted By: Mike Black

TOPIC:

Change Order #1 with FirstMark Construction, LLC. for the 2020 RSID 858 Overlay

BACKGROUND:

Routine extra work needed as project proceeds

RECOMMENDED ACTION:

BOCC to approve, funding from RSID contingency and testing

Attachments

Contract Change Order 1

B.O.C.C. Regular

Agenda Item 3. c.

Meeting Date: 12/08/2020

Title: IFB 20-21 Public Works Asphalt Overlay Project I

Submitted For: Tim Miller, Public Works Director

Submitted By: Tim Miller, Public Works Director

TOPIC:

Invitation for Bid for the 2020-2021 Public Works Asphalt Overlay Project I - Yellowstone Trail Road, Hofferber Road and Homer Davis Road

BACKGROUND:

Invitation for Bid for the asphalt overlay of Yellowstone Trail Road, Hofferber Road and Homer Davis Road

RECOMMENDED ACTION:

Approve the Invitation for Bid

Attachments

Bids

INVITATION TO BID
YELLOWSTONE COUNTY, MONTANA
PUBLIC WORKS ASPHALT OVERLAY PROJECT I 2020-2021
Yellowstone Trail Road, Hofferber Road and Homer Davis Road

Yellowstone County will receive sealed bids for asphalt overlay on various County roads per the enclosed specifications until 5:00 p.m. January 11th, 2021. All bids must be submitted in triplicate (1 original and 2 copies) to the Board of County Commissioners, P.O. Box 35000, Billings, MT 59107 or delivered to their office in the Stillwater Building, Room 3101, 316 North 26th Street, Billings, MT 59101. Envelopes containing bids must be marked "2020-2021 Public Works Asphalt Overlay Project I" in the lower right-hand corner.

All Bids received will be time and date stamped. The time and date stamped on each bid must indicate that it was received no later than 5:00 p.m. January 11th, 2021.

All timely bids will be opened and read aloud at 9:30 a.m. January 12th, 2021 in the Commissioners Board Room, Room 3108, located on the third floor of the Stillwater Building 316 North 26th Street. All bids received that are time and date stamped later than 5:00 p.m. January 11th, 2021 will not be opened.

All bids must include a bid bond made in favor of Yellowstone County in an amount equal to 10% of the total bid. The security may consist of cash, a cashier's check, a certified check, a bank money order, a certificate of deposit, a money market certificate, or a bank draft. The security must be: a) drawn and issued by a federally chartered or state chartered bank or savings and loan association that is insured by or for which insurance is administered by the Federal Deposit Insurance Corporation; b) drawn and issued by a credit union insured by the National Credit Union Share Insurance Fund c) a bid bond or bonds, original only, no copies, executed by a surety company authorized to do business in the State of Montana. Personal checks, business checks, and facsimiles will not be accepted for bid security.

No bid may be withdrawn prior to sixty (60) days after the scheduled time for receipt of the bids.

Each bidder must have a current Montana Public Contractor's Registration number when submitting their bid. The number must appear on the bid. All subcontractors, if any, must obtain a registration number prior to beginning any work on the project. Bid only registrations are acceptable for the bidding process.

All contractors and subcontractors performing work pertaining to the construction, reconstruction, or improvement of any public road or street or bridge construction repair or maintenance awarded by any government agency, must obtain and maintain a Special Fuel User Permit from the Montana Department of Transportation.

The successful bidder will be required to provide the County with a performance bond and labor and materials bond, both for 100% of the contract amount, within ten days of the execution of the contract and prior to starting any work on the project. The selected Contractor will also be required to provide a copy of their commercial liability insurance certificate and workers compensation coverage prior to beginning the project.

The successful bidder will be required to follow all the directives included in section 18-2-422 of the Montana Code Annotated concerning Montana Prevailing Wages. Those directives are as follows:

(1) the contractor and any subcontractors are required to pay the standard prevailing wage rate, including fringe benefits, for each job classification as stated in the current prevailing wage rate schedules. This information is included in the four prevailing wage rate schedules that are being provided to each bidder as part of this bid package. The current schedules are also available at the State of Montana web-site <http://www.mtwagehourbopa.com>. It is the responsibility of the contractors to obtain and use the applicable Wage Rate Schedules.

(2) each contractor and subcontractor is required to maintain payroll records in a manner readily capable of being certified for submission under statute 18-2-423, for not less than 3 years after the contractor's and subcontractor's completion of work on the project;

(3) each contractor is required to post a statement of all wages and fringe benefits in compliance with statute 18-2-423.

Statute 18-2-423 is as follows: If a complaint is filed with the department alleging noncompliance with 18-2-422, the department may require the project to submit to it certified copies of the payroll records for workers employed on that project. A contractor or a subcontractor shall pay employees receiving an hourly wage on a weekly basis. If a wage violation complaint is filed with the department, the contractor or subcontractor shall provide the employee's payroll records to the department within 5 days of receiving the payroll request from the department.

The successful bidder will be required to give preference to the employment of bona fide Montana residents in the performance of the work on this project.

All state laws pertaining to Resident Bidders, both State and County will be adhered to if applicable.

A 5% retainage fee will be withheld from all progress payments made to the successful bidder. The fee will be returned to the contractor upon completion of the project and acceptance of the project by the County. The successful bidder will be required to pay the State of Montana a sum equal to 1% of the gross receipts from the public contract. The County will withhold this amount and forward it to the State of Montana.

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

Information relating to the bid specifications should be addressed to Clay Moore at 406-256-6824. Questions concerning the bid procedure may be addressed to James Matteson at 406-256-2717.

The Board of County Commissioners will award the asphalt overlay project to the lowest and best responsible bidder. The Board reserves the right to reject any or all bids received, to waive informalities to evaluate the bids submitted, and to accept the bid which best serves the interests of Yellowstone County.

Done by order of the Board of County Commissioners of Yellowstone County, MT this 8th day of December 2020.

Board of County Commissioners
Yellowstone County, Montana

(Seal)
Attest:

Denis Pitman, Chair

Jeff Martin, Clerk and Recorder

INSURANCE REQUIREMENTS

The successful bidder (herein after Contractor), shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County/Yellowstone County Public Works, as additional insured for this project against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars, (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence during the project and for which Yellowstone County/Yellowstone County Public Works sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors.

Contractor shall maintain for this project at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the project by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the project.

Contractor shall name on the Certificate of Liability Insurance Yellowstone County/Yellowstone County Public Works as additional insured throughout the project. In addition, Contractor will furnish to Yellowstone County a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County/Yellowstone County Public Works are named as an additional insured under the Contractors insurance policy for this project. Contractor agrees to furnish both the Certificate of Insurance and policy endorsement at least ten (10) days prior to beginning work on the project.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County /Yellowstone County Public Works from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur from the result of Contractors negligence during this project, and for which Yellowstone County /Yellowstone County Public Works sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph of the Invitation to Bid shall not be limited by any assertions or finding that Yellowstone County/Yellowstone County Public Works is liable for any damages by reason of a non-delegable duty.

WORKERS COMPENSATION

Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor are Contractor's workers, employees of Yellowstone County / Yellowstone County Public Works. Workers Compensation insurance, or the exemption from the workers compensation obligation must be valid for the entire period of the project.

CHECK LIST

Please be sure you have completed the following prior to submitting your bid.

Read and understand the specifications and bid procedure.

Enclosed the required ten (10) percent bid bond.

Make yourself familiar with any State or County laws that pertain to this bid.

Asked and received answers to any questions regarding the bid procedure, specifications or questions of a general nature.

Addressed and mailed or delivered your bid to be received at the correct address by the time and date indicated in the Invitation to Bid.

GENERAL INFORMATION

The Yellowstone County Public Works Department is currently requesting bids for the asphalt overlay of Yellowstone Trail Road, Homer Davis Road and Hofferber Road and all adjoining intersections and paved approaches.

The description of the area of the roads to be overlaid is as follows:

Starting at the intersection of Yellowstone Trail Road and Dickie Road pave east on Yellowstone Trail Road approximately 5.5 miles to the intersection of Yellowstone Trail Road and Pryor Creek Road.

Starting at the intersection of Homer Davis Road and Twelve Mile Road pave east on Homer Davis Road for approximately 2 miles to the intersection of Homer Davis Road and Shepherd Road.

Starting at the Intersection of Hofferber Road and Homer Davis Road pave south on Hofferber Road approximately 0.5 miles, to the intersection of Hofferber Road and Chicago Road.

All the above overlays are to be typically 24 feet wide or cover the existing asphalt whichever is greater.

The selected Contractor will be required to overlay these roads in two lifts, ending up with a 3-inch compacted minimum thickness. The use of a leveling ski and a 6

to 8-inch slope shoe at centerline and shoulder will be required. It will be the Contractor's responsibility to supply all necessary equipment, material and labor to complete these projects, including but not limited to the application of a tack coat (tack must be applied to all asphalt surfaces including each overlay lift and all joints), all necessary traffic control, the raising of all iron (manholes, water valves etc.) and any necessary permits or fees required for the completion of the project.

The selected Contractor will also be required to provide a 50-foot transition milling taper at the following locations – The intersection of Homer Davis and Twelve Mile, the intersection of Homer Davis and Shepherd Road, the intersection of Yellowstone Trail and Dickie Road, the intersection of Yellowstone Trail and Pryor Creek Road and the intersection of Hofferber and Chicago Road.

Transition milling must be tapered from 3 inches deep to 0 inches and be for the full overlay width. The Contractor will also be required to mill a joint on all private paved approaches 20 feet or cover existing paved approach, whichever is greater. Contractor will also be required to extend to a minimum of 2 feet for all gravel driveways and mailbox and field approaches as needed.

The contractor will be responsible for any trimming of shoulders on all roads to be paved if needed.

The contractor will not be required to provide any striping for the project.

A Traffic Control Plan is required to be submitted by Contractor and reviewed by Mr. Bobb Hilliard, Traffic Coordinator for the Yellowstone County Road Department, prior to any work. Road closures of portions of roads may be allowed, provided that local access is maintained.

All work must meet the Montana Public Works Standard Specifications and daily test results will be required for extraction gradation and compaction. It will be the contractor's responsibility to pay for all necessary testing. The asphalt shall be PG 64-22 and the asphalt mix shall be B-Modified. All labor and material used during the course of the project must be warranted for a period of one (1) year after acceptance by Yellowstone County. The project must be completed and invoiced no later than June 14th, 2021.

Any questions concerning this project should be directed to Clay Moore, Assistant Road and Bridge Director at the Yellowstone County Public Works Department, (406) 256-6824 or cell phone number (406) 208-9077.

**2020-2021 ASPHALT OVERLAY PROEJCT I
BID SHEET**

Yellowstone Trail Road, Hofferber Road and Homer Davis Road

To: Yellowstone County Commissioners
PO Box 35000
Billings, MT 59107-5000

THE UNDERSIGNED BIDDER, having familiarized himself/herself with the work required by the bid documents, the site(s) where the work is to be performed, local labor conditions, and all laws, regulations, and other factors affecting performance of the work, and having satisfied himself/herself of the expense and difficulties attending performance of the work,

HEREBY PROPOSES and agrees, if this bid is accepted, to perform all work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the work and the furnishing of all labor, materials and equipment, supplies, permits, bonds, insurance for the total bid of:

Words

Figures

SIGNATURE OF BIDDER _____

COMPANY _____

ADDRESS _____

CITY, STATE _____

PHONE NUMBER _____

MONTANA PUBLIC CONTRACTORS' REGISTRATION NUMBER _____

DATE _____

I acknowledge receiving the following addenda, if applicable.

#1 _____
Initials

Date

#2 _____
Initials

Date

B.O.C.C. Regular

Agenda Item 3. d.

Meeting Date: 12/08/2020**Title:** 2021 Yellowstone River Salt Cedar Grant Application**Submitted For:** Joe Lockwood, Supervisor **Submitted By:** Joe Lockwood, Supervisor

TOPIC:

2021 Yellowstone River Salt Cedar Grant Application - Continuing Grant Project

BACKGROUND:

The purpose of this project is to continue an aggressive effort to eradicate the Salt cedar from the main channel of the Yellowstone River corridor, directly downstream from the 2007 - 2020 treatment locations. Salt cedar, which is a category 2 state listed noxious weed, is a priority concern within Montana and regionally; and scientifically the effort should be initiated at the upper ends of the affected watershed. Yellowstone County Weed District estimates that there are approximately 18,000 plus acres of Salt Cedar trees in the Yellowstone River corridor in Yellowstone County alone. The density of salt cedar that we are encountering is exploding at an exponential rate. The islands that we are monitoring and treating are smaller than the island acreage that we monitored and treated during the early years of the project. The current treatment areas are densely populated with a lot of reseeding occurring within a few feet to several yards around current infestations. With these areas developing at the rate that they are I can only imagine that we are going to be dealing with a beast down river from where we are currently working. At the prescribed rate and one hour of man/machine power, only 1/2 to 3/4 of an acre can be treated. YCWD cannot provide all that is required for this daunting task without additional assistance from other sources.

RECOMMENDED ACTION:

Review and approve - the commissioners past support on this project has been much appreciated and the YCWD will continue to aggressively tackle this project for years to come in hopes of eventually controlling this invasive species.

Thank You
Joe Lockwood
Weed Coordinator
YCWD

Attachments2021 Yellowstone River Salt Cedar Grant Application


[Menu](#) | [Help](#) | [Log Out](#)
[Back](#) | [Print](#) | [Add](#) | [Delete](#) | [Edit](#) | [Save](#)

Application

Application Details

[Print to PDF](#) | [Go to Application Forms](#)

101079 - AGR Noxious Weed Trust Fund 2021 Local Cooperative-Continuing - Final Application

103683 - 2021 Yellowstone River Salt Cedar Project
AGR Noxious Weed Trust Fund

Status: Editing

Submitted Date:

Submitted By:

Applicant Information

Primary Contact:

Name: Mr. Joe Lockwood
Salutation First Name Middle Name Last Name

Title:

Email: glockwood@co.yellowstone.mt.gov

Alternate Email: huskerlockwood@yahoo.com

Address: 3319 King Avenue East

Billings Montana 59101
City State/Province Postal Code/Zip

Phone: 406-256-2708
Phone Ext.

Alternate Phone: 406-672-1084

Fax:

Organization Information

Name: Yellowstone County Weed District

Organization Type: County Government

Organization Website:

Address: 3319 King Avenue East

Billings Montana 59101
City State/Province Postal Code/Zip

Phone: 406-256-2731

Ext.

Alternate Phone

Fax:

Email address

Alternate Email

Vendor ID

Project Information

Enter the name of the person that will be giving the 15 minute presentation at the grant hearings.

Presenter for the Noxious Weed Trust Fund Hearings: Joe Lockwood

Brief Project Description: The 2021 Yellowstone River Salt Cedar Project will be a continuation of the 2021 Salt Cedar Project which will entail the control of massive and densely populated infestations of tamarisk along the Yellowstone River Riparian Area corridor. The 2021 project will begin at Road 21 North in the Huntley Project Area.

350 characters max.

Will there be an addition of new herbicides or acreages outside the original project area?

New Project Acres & Herbicides: No

If you answered "yes", please complete an Environmental Assessment Amendment (contact MDA 444-7882 for more information).

Total Acres in the project: 803.0

Applying For:

Special General Funding: No

If Yes, then describe how the project meets the funding requirements:

Go to "Help" for more information on the funding requirements.

Applying For:

Cooperative Forestry Assistance Funding: No

If Yes, then describe how the project meets the funding requirements:

Go to "Help" for more information on the funding requirements.

Applying For:

Greater Sage Grouse Funding: No

If Yes, then describe how the project meets the funding requirements:

Go to "Help" for more information on the funding requirements.

Click on Help for information on how to use the <http://mtnhp.org/mapviewer> website to find the center Latitude and Longitude of your project.

Center location of the project in Decimal Degrees, WGS84 or NAD83: 45.9961 -108.0747
Latitude (###.####) Longitude (-###.####)

Total Grant Funds: \$50,000.00

Total Matching Funds: \$50,000.00

Total Project Funds: \$100,000.00

Previous Funding

MDA Grant Number	Amount Received	Amount Remaining
2007-060G	\$10,500.00	\$150.00
2008-719T	\$37,272.00	\$0.00
2009-041	\$25,000.00	\$0.00
2010-068	\$35,000.00	\$0.00
2012-015	\$25,000.00	\$0.00
2013-026	\$38,727.00	\$0.00
2014-021	\$40,483.00	\$0.00
2015-066R	\$40,000.00	\$0.00
2016-052	\$40,328.00	\$40.00
2017-049	\$43,000.00	\$0.00
2018-047	\$45,100.00	\$0.00
2019-801X	\$50,000.00	\$0.00
2020-040	\$30,000.00	\$0.00
	\$460,410.00	\$190.00

Previous Grant Information

Total Acres Treated: 4636

Total Acres of Targeted Grazing: 0

Total Number of Biocontrol Release Sites:* 2

Total Acres Revegetated:* 0

Total Project Acres Surveyed:* 9893

Project Achievements and Challenges:*

The 2020 Yellowstone River Salt Cedar Project started on September 8, 2020 due to hot temperatures earlier in the month. Mason Industries started the project by surveying last years treated areas on the western end of the project and spraying any Salt Cedar trees that were missed or new trees that established due to seed sources that were missed in prior years. There were many areas on the western end of the project that date back to 2007 that were treated for new trees or some small infestations that were completely missed back then. Back in the early days of the project we did not have the means of accessing all areas due to the use of a drift boat to get from point a to point b. Mason Industries supplied 1 applicators, 1 atv, 1 utv, and 1 pontoon boat. During the 2020 Salt Cedar Project approximately 819,287 Salt Cedar trees were sprayed within the project area. We treated approximately 260 acres out of 2,443 acres surveyed for salt cedar trees.

One of the biggest challenges this year was being able to manage time and herbicide for the old project areas and current project area. In the end it turned out perfectly. We did have some winter weather set in for two weeks so that shut us down for a bit but it all worked out after the weather improved although with the winter weather it initiated needle drop so the trees do become a bit more difficult to identify. I will continue to preach that without this project and the funding that we recieve through the trust fund grant we would be looking at some very detrimental affects from not controlling salt cedar along the Yellowstone River in Yellowstone County.

If you have multiple photos, attach a Word document with the photos and short descriptions of the photos.

Upload before photo(s):* **BEFORE PHOTOS.docx**
Click on the above icon to attach a file.

Upload after photo(s):* **AFTER PHOTOS.docx**
Click on the above icon to attach a file.

Project Overview - Local Coop

Need for Action:*

Explain why the project area needs assistance from the Trust Fund for noxious weed control.

The purpose of this project is to continue an aggressive effort to eradicate the Salt cedar from the main channel of the Yellowstone River corridor, directly downstream from the 2007 - 2020 treatment locations. Salt cedar, which is a category 2 state listed noxious weed, is a priority concern within Montana and regionally; and scientifically the effort should be initiated at the upper ends of the affected watershed. Yellowstone County Weed District estimates that there are approximately 18,000 plus acres of Salt Cedar trees in the Yellowstone River corridor in Yellowstone County alone. The density of salt cedar that we are encountering is exploding at an exponential rate. The islands that we are monitoring and treating are smaller than the island acreage that we monitored and treated during the early years of the project. The current treatment areas are densely populated with a lot of reseeded occurring within a few feet to several yards around current infestations. With these areas developing at the rate that they are I can only imagine that we are going to be dealing with a beast down river from where we are currently working. At the prescribed rate and one hour of man/machine power, only 1/2 to 3/4 of an acre can be treated. YCWD cannot provide all that is required for this daunting task without additional assistance from other sources.

3000 character max.

Attach a project map with boundaries using google maps, the Montana Natural Heritage Program Map Viewer, or any other mapping resource. Before you can add your map(s), you must complete all components of the Project Overview and click save.

Project Map (w/ boundaries)* **2021 Salt Cedar Project Map.pdf**
Click here to add attachment.

High Priority Noxious Weeds:*

List the noxious weeds that are a high priority in the project and why management of these weeds is a priority for the county and your CWMA.

Salt cedar trees have formed areas so thick that access is nearly impossible. These monocultures are not friendly, alter water sources and represent a major seed source. Recreation and wildlife activity reduces to a minimum in areas that have seen no treatment. Each year as growth continues, fire hazards increase exponentially endangering native habitats. If this is left unchecked most floodplain areas will be clogged with Salt cedar trees thus not allowing floodwaters to spread out during the peak runoff period during the months of June and early July. This will increase flooding in other areas that have never experienced flooding, increase channel depth and erosion, and possibly alter river channel activity. As growth continues, areas where salt cedar trees can establish continues to increase due to the ever changing geomorphology of the river. Many stream beds have dried up and sources of salt cedar and poor vegetation growth are appearing in larger areas. Eliminating this plant will allow for more willows, cottonwoods and aspen growth. It will increase the ability for water usage for agricultural producers, recreation usage; improve desirable plant communities and wildlife will prosper.

2000 character max.

Cooperators

Cooperator Type	Cooperator's Name	Cooperator Commitment
BLM	David Lefevre	Support
BOR	Jeff Baumberger	Support
DNRC	Zach Huyser	Support
FWP	Ryan Taynton	Support
Other	Yellowstone Conservation District - LaVerne Ivie	Support

Participation

Please indicate the percentage of landowners within the project boundary that are actively participating in this project (both receiving funding and not).

Landowner Participation * 0%

Description of Participation*

Give a brief explanation of the percentage of participation (i.e. 60%= 6 of 10 landowners own the majority of land in the project area, or 100%= every landowner in the project area has committed funds or will do weed control on their own).

The following agencies have given their full support to the 2021 Yellowstone River Saltcedar Project; Bureau of Land Management, Bureau of Reclamation, Department of Natural Resources and Conservation, and the Yellowstone Conservation District. Without their full support, financially and on the ground this project would not be conceivable. By having the support of these agencies we are able to tackle a difficult and expensive project head on. We are very thankful for their full support of the 2018 Yellowstone River Saltcedar Project.

2,000 character max.

Attach the project's signed cooperator interest form for all participating landowners. Please try to group letters into batches of 10 or more per file. If the file is too large or there are multiple files attach them in "Other Attachments". Here is a template of a [Grant Cooperator Interest Form](#).

Signed cooperator interest form:* [Letters of Support.pdf](#)
Click on the above icon to attach a file.

CWMA Background and Goals**Cooperative Weed Management Area (CWMA) Background***

Describe the CWMA: how was it developed, how is the group organized, how are participants receiving information and education, what type of outreach was/or is being done, and which, if any, alternative funding sources were identified?

Grant monies and partnerships with other agencies, have given YCWD measurable progress over the years; since the 2007 launch of the Yellowstone River Salt cedar Project. Each year more trees and seedlings are treated. During the 2013 project 7 miles of river were covered and 325 acres treated and over 56,000 trees treated. The 2018 project covered 1189 acres with 846 acres treated with approximately 900,000 trees treated. The 2019 project covered 450 acres with 283 acres treated and approximately 1.3 million trees treated. The 2020 project covered 2443 acres with 260 acres of that treated for salt cedar infestations. The 2020 project started out where the initial 2007 project started and we were able to find new infestations and some areas that were missed throughout the years. With each year, since the launch of this project in 2007, YCWD has learned better methods of application. However, with each year, YCWD encounters new challenges. Changing river channels, water levels, tree density, weather conditions and availability of funding for herbicide and man-power have tested the capabilities of the Yellowstone County Weed District. There has been many acres of the river corridor treated, but there are many more ahead of us. The prosperity and density of Salt cedar farther down the river, is increasing tremendously.

2000 character max.

CWMA Goals*

Describe the CWMA goals, both short- and long-term, for the entire length of the project: Short-term (1-3yrs), Long-term (4-10yrs). Goals should explain how the project will create future healthy plant communities in the project area, and how the CWMA will become independent from grant funds in the future.

The Yellowstone River Salt Cedar Project has 4 main objectives; 1. **Protect Agriculture** - What is the number one important factor in agriculture? Water!!!! Salt Cedar is called the Thirsty Tree, 1 solid acre of Salt Cedar can use up to 7.7 acre feet of water which is equivalent to 2.8 million gallons of water. Salt cedar can also take over valuable grazing lands thus reducing the economic profits for farmers and ranchers. With agriculture being the number one driver of the Montana Economy I feel its important to reduce this threat along the Yellowstone River in Yellowstone County. 2. **Prevent Flooding along the Yellowstone River** - Salt Cedar trees are a main threat to the old oxbow floodplain areas along the Yellowstone River and if left unchecked these areas are going to become so infested with overgrowth of Salt Cedar infestations. These old oxbow areas act as relief valves during the high-water season thus reducing the chance of flooding elsewhere. The number of Salt Cedar trees that we are finding in these areas is incredibly astronomic and require a large amount of herbicide and man hours to control. 3. **Reduce the threat to**

native habitat and native species - Salt Cedar infestations that become dense and saturated cause vegetation loss of your more desirable plant species and degradation of native habitats that are critical in maintaining a healthy functioning ecosystem. **4. Reduce the potential for fire** - monocultures of salt cedar create dense brush like growth with lots of ground duff which is very flammable. Fires that occur in areas that are dense with salt cedar burn with the same types of fire behavior which is very characteristic of large forest fires.

2000 character max.

Integrated Weed Management Tools

Row	Planned?	Describe Use
Prevention (washing equipment, using weed seed free products, limiting disturbance, etc.):	No	
Biocontrol Control (classic use of biocontrol agents):	No	Since the beginning of the Salt Cedar Project on the Yellowstone River in 2007 there has been some releases of <i>Diorhabda elongata</i> along the Yellowstone River in Yellowstone County. The first releases did not establish and the latest release which was made near Custer which is on the eastern side of Yellowstone County has yet to be determined how well they have established in that location.
Cultural Control (targeted grazing, tilling, hand pulling, burning, fertilization, revegetation, etc.):	No	
Chemical Control (list anything not in herbicide worksheet):	No	
Other (other methods being used):	No	

Additional IWM Information

Additional IWM Information

If necessary, please describe any additional integrated weed management techniques being used, or expand on the selections in the table above.

The Yellowstone River Salt Cedar Project has been ongoing since 2007 with a high success rate. To date 52.37 miles of river have been scouted, mapped, and treated. The Yellowstone River Salt Cedar Project will continue to be divided into workable sections. By dividing the river into workable sections allows us to be very thorough in scouting and treating areas of salt cedar infestations. The 2021 project will begin around Road 21 North in the Huntley Project Area and will travel upriver to around Road 16 North to finish up some islands that have not been treated due to access issues because of low water levels and not being able to get a boat into those areas. These islands will be sprayed earlier in the summer in 2021 when water levels are higher and we may also airlift in some totes so labor hours can be utilized efficiently. After these areas upriver are finished we will then continue from Road 21 North downriver as far as we can go until we utilize all the herbicide that was purchased for the project. Certain areas of the islands are extremely dense with trees, and numerous man-hours and a large quantity of herbicide will be required; thus slowing down forward progress. The mature trees will be treated using the basal bark I.P.T. (individual plant treatment) method with Remedy Ultra/Impel via 4-wheelers, a jet boat for island access and backpack sprayers. The treatment methods success vary with timely applications, water levels, weather conditions and availability of man, machine and herbicide.

I have included a document which shows the tree counts dating back to 2007 when the Yellowstone River Salt Cedar Project was started at the Stillwater/Yellowstone County lines. The tree counts are approximately the number of trees that were treated each year of the project.

2,000 character max.

Monitoring Plan

Annual Monitoring Plan:

Describe your monitoring plan for tracking the activities of this project, both for the grant year and into the future. Explain how the plan will determine the effectiveness of the project's noxious weed treatments. At a minimum, local cooperative projects must have a before and after photo to submit in the final report.

The following methods/activities will be used to evaluate the success of the project: 1) during the herbicide application process digital photos will be taken to establish plant growth and vigor; along with GPS point data collection to identify all treatment locations for future site inspection and analysis. The Yellowstone County Weed District will monitor the project area and complete any future spot treatments of Saltcedar plants the show any visible signs of re-growth, and look for any new infestation locations that may emerge due to changes in the river geomorphology.

Previous project areas are revisited yearly and are accessed by pontoon boat or UTV/ATV. It is of the utmost importance in this project to revisit these areas to check for regrowth or trees that were completely missed. During the 2020 cleanup campaign this year we revisited old grant project area dating back to 2007 when the first initial salt cedar grant project started. We found several areas of new infestations and a couple of old areas that were missed. We did find new infestations west of the Yellowstone County Line into Stillwater County.

2000 character max.

Mapping Methods:*

The Department of Agriculture utilizes the Early Detection and Distribution Mapping System West (EDDMapS West) to foster public noxious weed data sharing in all areas of the state. EDDMapS West is a web-based data management system for reporting, storing, mapping, and retrieving invasive species data in the Western US. Data sharing helps to monitor noxious weed movement and create sound management strategies. Noxious Weed Trust Fund grant participants are required to share mapping data from each project with EDDMapS West. For information on sharing data click the link: <https://www.eddmaps.org/tools/>.

Describe the methods used to map noxious weed infestations in the project area.

During the salt cedar project all trees or areas that are treated are mapped during the treatment process. Mason Industries utilizes GPS DATA LOGGERS purchased from Red's Fixit and the mapping data is processed using Alltopo. Their equipment is setup to map individual points even when handline work is being done. Yellowstone County Weed District uses the Outback Data Logging System and works jointly with their county GIS department to process data. The county equipment is not setup to map individual spray points when handline work is being done.

2000 character max.

Attach a map showing weed infestations in the project area. File types can be JPG, PDF, or multiple project maps in a Word document.

Upload a weed map for the project area:*

2021 Salt Cedar Project Map.pdf
Click on the above icon to attach a file.

Management Plans**Weed Management Plans**

[Click here to add attachment.](#)

Project Objectives

Time Period	Year	Activity Description
January, February, March, April, October, November, December	2021	YCWD Local Public School Education Program - YCWD Education Coordinator producing virtual education videos;weed ecology, weed I.D., noxious weed management, natural resource management and how weeds affect the environment around us. These videos will viewed in the public schools throughout Yellowstone County.
February	2021	MATE SHOW - Southcentral Area Weed Education Trailer will be on display at the MATE show along with county weed coordinators and other weed specialist to help answer questions on noxious and nuisance weed management.
May	2021	Billings Arbor Day& Laurel Arbor Day - noxious weed education and ecology education with the Southcentral Area Weed Education Trailer on display - local 4th and 5th grade students attend arbor to learn about everything from natural resources to noxious weeds.
May	2021	Hire contractor for 2020 Yellowstone River Salt Cedar Project
July	2021	Scout new salt cedar project area later in July after water levels have dropped on the Yellowstone River. Will also take a look at previous year's project area to determine herbicide effectiveness. Possibly start some early work on the project and treat some islands before the water level drops too much and makes access more difficult by boat.
September	2021	Begin 2021 Yellowstone River Salt Cedar Project and also work on photo points from last project area and tie them into new project area to illustrate project success
October	2021	Finish Salt Cedar Project and begin finalizing 2021 grant project and claims.

Education Events

Event Type	Planned?	Describe Event
Landowner meeting(s):	No	
Weed tours/floats:	No	
Spray days:	No	
News articles/Public information:	Yes	Possible GoPro video of the 2021 Salt Cedar Project - possibly post on Yellowstone County Weed District Web Site and possibly MWCA if permitted.
K-12 Students - weed education:	Yes	Yellowstone County Weed District Education Specialist producing virtual education videos on invasive species that can be viewed in the local public schools in Yellowstone County.
Conference/meeting presentations:	Yes	Yellowstone County Salt Cedar Project Success Story Presentation at 2018 MWCA CONFERENCE Grant Presentation at NWTF and DNRC Grant Hearings
Other education events:	Yes	NILE Education - October 2021, Arbor Day - May 2021, MATE Show - February 2021 with the south central area weed education trailer.

Single Herbicide - Private Applicator

Herbicide Tank Mix - Private Applicator**Single Herbicide - Commercial Applicator****Single Herbicide - Commercial Applicator 1**

Active Ingredients*	Triclopyr Ester
Application Rate*	460.0
Herbicide Cost*	\$144.00
Does your Herbicide cost differ from MT State price list?	Yes
If Yes, explain cost difference	YCWD purchases herbicide below state bid prices
Herbicide Additive	Basal Bark Oil, Dye
Additive Cost	\$72.33
Does your Additive cost differ from MT State price list?	Yes
If Yes, explain cost difference	YCWD purchase cost on Loveland Bark Oil with Blue Dye is higher than state bid price
Application Type*	Ground
Application Cost*	\$85.00
Weeds Treated*	Tamarisk (Saltcedar)
Acres Treated*	331.86
Total Amount	\$99,999.37
50% Cost Share	\$50,000.00

Herbicide Tank Mix - Commercial Applicator**Totals**

If you have selected "Other-County Listed" as a weed to be treated in any of the sections above, click "Edit" (at top) and enter the name(s) of the County Listed weed(s) you are planning to treat. If more than one weed name is entered, separate each weed name with a comma.

Other-County Listed Weeds:

Total Acres Treated: 331.86

Total 50% Share: \$50,000.00

Contracted Services

\$0.00

Private Applicator

Revegetation - Private Applicator

Seed Mixture Description	Pounds per Acre	Seed Cost per Acre	Application Type	Acres Reseeded	Total Amount	50% Cost Share
				0.00	\$0.00	\$0.00

Revegetation - Commercial Applicator

Seed Mixture Description	Pounds per Acre	Seed Cost per Acre	Application Type	Application Cost per Acre	Acres Reseeded	Total Amount	50% Cost Share
					0.00	\$0.00	\$0.00

Total Acres

Total Acres Reseeded: 0

Total 50% Share: \$0.00

Contracted Services

\$0.00

Private Applicator

Budget

Expense Category	Grant Funds	Grant Funds Narrative	Match Funds	Match Funds Narrative
Contracted Services - non-Herbicide	\$0.00		\$0.00	
Supplies & Materials - non-Herbicide	\$0.00		\$0.00	
Communications	\$0.00		\$0.00	
Travel	\$0.00		\$0.00	
Other Expenses	\$0.00		\$0.00	
Totals	\$0.00		\$0.00	

Herbicide - Private Applicator

Expense Category	Grant Funds	Match Funds
Supplies & Materials - Herbicide	\$0.00	\$0.00

Herbicide - Commercial Applicator

Expense Category	Grant Funds	Match Funds
Contracted Services - Herbicide	\$50,000.00	\$50,000.00

Revegetation - Private & Commercial Applicator

Expense Category	Grant Funds	Match Funds
Revegetation	\$0.00	\$0.00

Total Budget

Totals	Total Grant Funds	Total Match Funds
Total Budget	\$50,000.00	\$50,000.00

Additional Match Information

If your Herbicide or Revegetation match is actually less than the 50% shown, explain why in the box below.

If your Herbicide or Revegetation match exceeds the 50% shown, add the additional match amount to the Other Expenses Match Funds and Match Funds Narrative in the budget section above.

Herbicide/Reveg Match Information:

YCWD will provide approximately \$79,500.00 for herbicide mix; \$55,000.00 from local weed district budget and \$24,500.00 in match from DNRC 223 Grant. \$20,000.00 from the NWTF Grant will be used on top of the \$79,500.00 for herbicide mix purchase. Contractor labor will be paid \$44,000.00 with \$30,000.00 coming from the NWTF GRANT and \$14,000.00 coming from YCWD local contracted services budget.

Provide a narrative describing planned additional and/or in-kind contributions for the project. Go to "Help" (at top) for more information.

Additional and/or In-Kind Contributions:

Yellowstone County Weed District will contribute office personnel, office equipment, supplies, and an applicator and machine if needed as an in-kind contribution to the project.

Other Attachments

File Name	Description	File Size
-----------	-------------	-----------

projectareas.pdf (1.7 MB)	Salt Cedar Grant Project Area Map dating back to 2007	1.7 MB
SALT CEDAR PROJECT TREE COUNTS.docx (56 KB)	Updated Salt Cedar Tree Counts from previous grant projects	56 KB
<hr/>		

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Region 5 Headquarters
2300 Lake Elmo Drive
Billings, MT 59015

November 23, 2020

Yellowstone County Weed District
3319 King Ave East
Billings, MT 59101

To whom it may concern,

We here at Montana Fish Wildlife & Parks are fully in support of the Yellowstone County Salt Cedar Project for the 2021 season. The Yellowstone County Weed district have been great partners in weed management for the 11 Fishing Access Sites that FWP manages in the County. They have made great strides toward the eradication of salt cedar along the Yellowstone River drainage. As landowners and managers of public property, we appreciate the work that has been done and also what will be done in the future.

Sincerely,

Ryan Taynton
Fishing Access Site Program Manager
MT FWP Region 5
406-247-2964
rtaynton@mt.gov

YELLOWSTONE CONSERVATION DISTRICT

1371 RIMTOP DRIVE, BILLINGS, MT 59105

PHONE: 406.247.4420; FAX: 406.247.4416

To Whom It May Concern:

The Yellowstone Conservation District fully supports funding of the 2021 Yellowstone County Salt Cedar Management grant submitted to the Montana Noxious Weed Trust Fund grant program.

The specific objective of this project to attempt to eradicate the Saltcedar infestations that have been identified through previous aerial and ground-based inventory efforts and is identified as an action item in Yellowstone Conservation District's FY21 Annual Plan of Operations.

This project is a continuation of several years of spraying Salt Cedar on the Yellowstone River which the Yellowstone CD has partnered with the Yellowstone County Weed Board. We are seeing tremendous success since this program was implemented several years ago.

To augment funding of the 2021 project, the Yellowstone Conservation District plans to apply for a \$25,000 DNRC 223 grant. Last year, the 223 Committee was very receptive to Mr. Lockwood and Yellowstone Conservation District board member's presentation. We were very fortunate to receive the full \$25,000 requested because funds were tight and funding for most projects was either decreased or not funded at all.

The Yellowstone Conservation District hopes that the Montana Noxious Weed Trust Fund considers funding this very worthwhile project another year.

Cordially,

Chad Sedgwick
Yellowstone Conservation District Board of Supervisors



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Billings Field Office
5001 Southgate Drive
Billings, Montana 59101
<http://www.blm.gov/montana-dakotas>



November 17, 2020

In Reply Refer To:
9015 (MT010.LP)

Greta Dige
Grant Coordinator
Montana Noxious Weed Trust Fund
302 N. Roberts
Helena, Montana 59620

Dear Ms. Dige:

I am pleased to provide this letter of support for Yellowstone County Weed Districts grant proposal for the Yellowstone River Salt Cedar Project. The Bureau of Land Management (BLM) lands within the project area consist of Pompeys Pillar National Monument, Bundy Island and a nearby grazing allotment. All the BLM lands are located on the Yellowstone River, a conduit for the spread of invasive species. Early detection and treatment are key components of our containment and eradication strategy for management of noxious weeds.

In 2001, our office and Yellowstone County entered into an assistance agreement that provides funding to the county for treatment services. The working relationship has been a success for the BLM, our grazing operator(s), recreationalists, neighboring land owners and the county. Through the assistance agreement we are able to aggressively treat a greater number of acres without common boundary issues. Yellowstone County has far exceeded our expectations by providing integrated weed and pest management, prevention and education to land owners, local schools and the community.

This project enables us to broaden treatment acres, achieve collaboration with various interests within the project area, and ultimately control noxious weeds.

If you have any questions, please feel free to call myself at (406) 896-5349 or Larry Padden, Natural Resource Specialist, Billings Field Office, at (406) 896-5237.

Sincerely,

DAVID
LEFEVRE

Digitally signed by DAVID
LEFEVRE
Date: 2020.11.17 13:25:01
+07'00'

David J. Lefevre
Field Manager
Billings Field Office

DEPARTMENT OF NATURAL RESOURCES
AND CONSERVATION
Southern Land Office



STEVE BULLOCK, GOVERNOR

STATE OF MONTANA

PHONE: (406) 247-4400
FAX: (406) 247-4410

1371 RIMTOP DRIVE
BILLINGS, MT 59103

17 November 2020

Yellowstone County Weed District
3319 King Avenue East
Billings, MT 59101

Letter of Support Regarding the Salt Cedar Project in Yellowstone County

To Whom It May Concern:

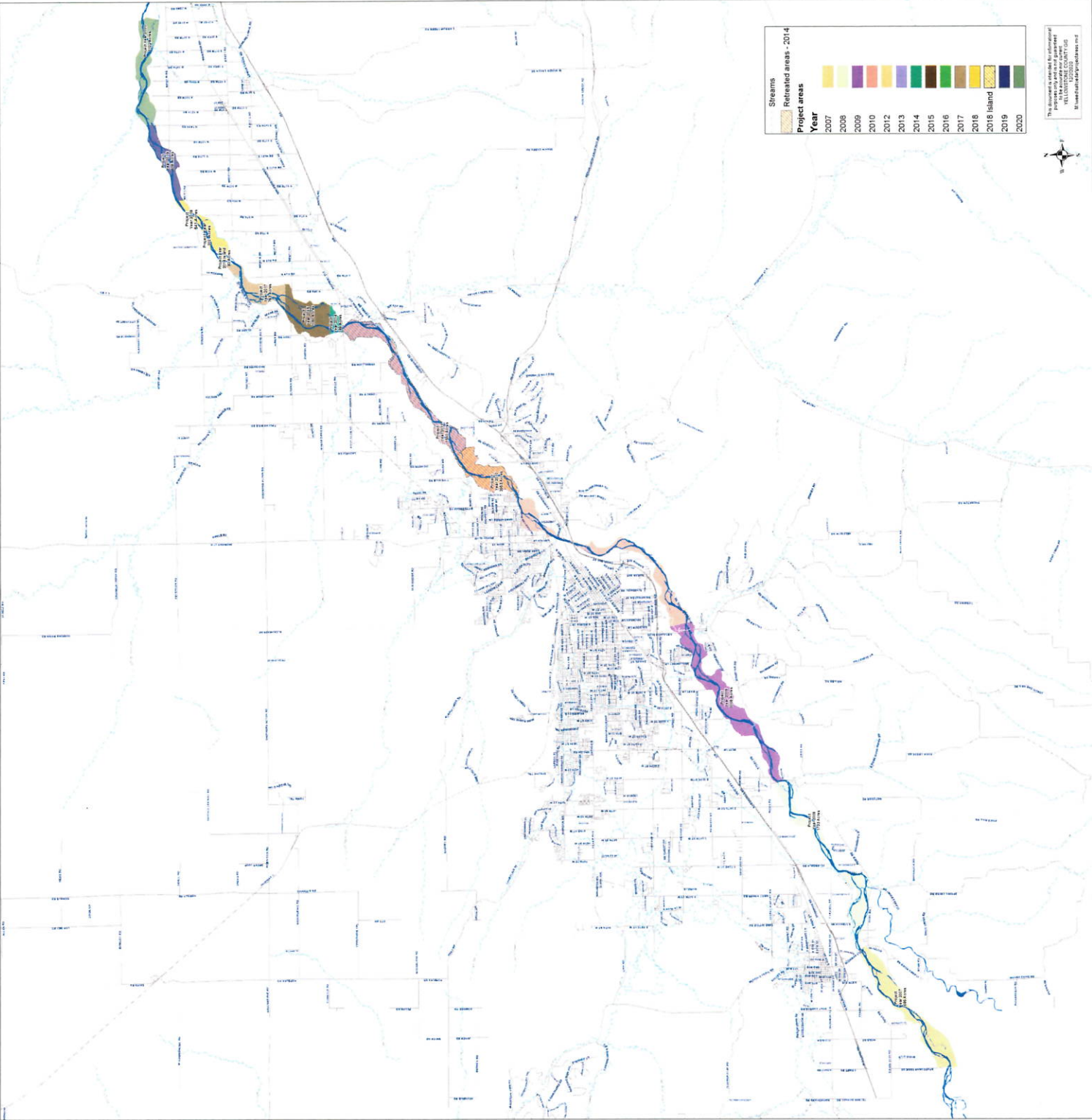
This letter is to support the Yellowstone River Salt Cedar Project in Yellowstone County. The Montana DNRC Southern Land Office encourages this project because it helps manage salt cedar on the multiple State-owned islands along the river. Many of these islands contain other noxious weed species as well as salt cedar and this project greatly decreases the spread/growth of these infestations. The management efforts of this project have also made a difference on neighboring properties which makes its importance that much more significant on the area.

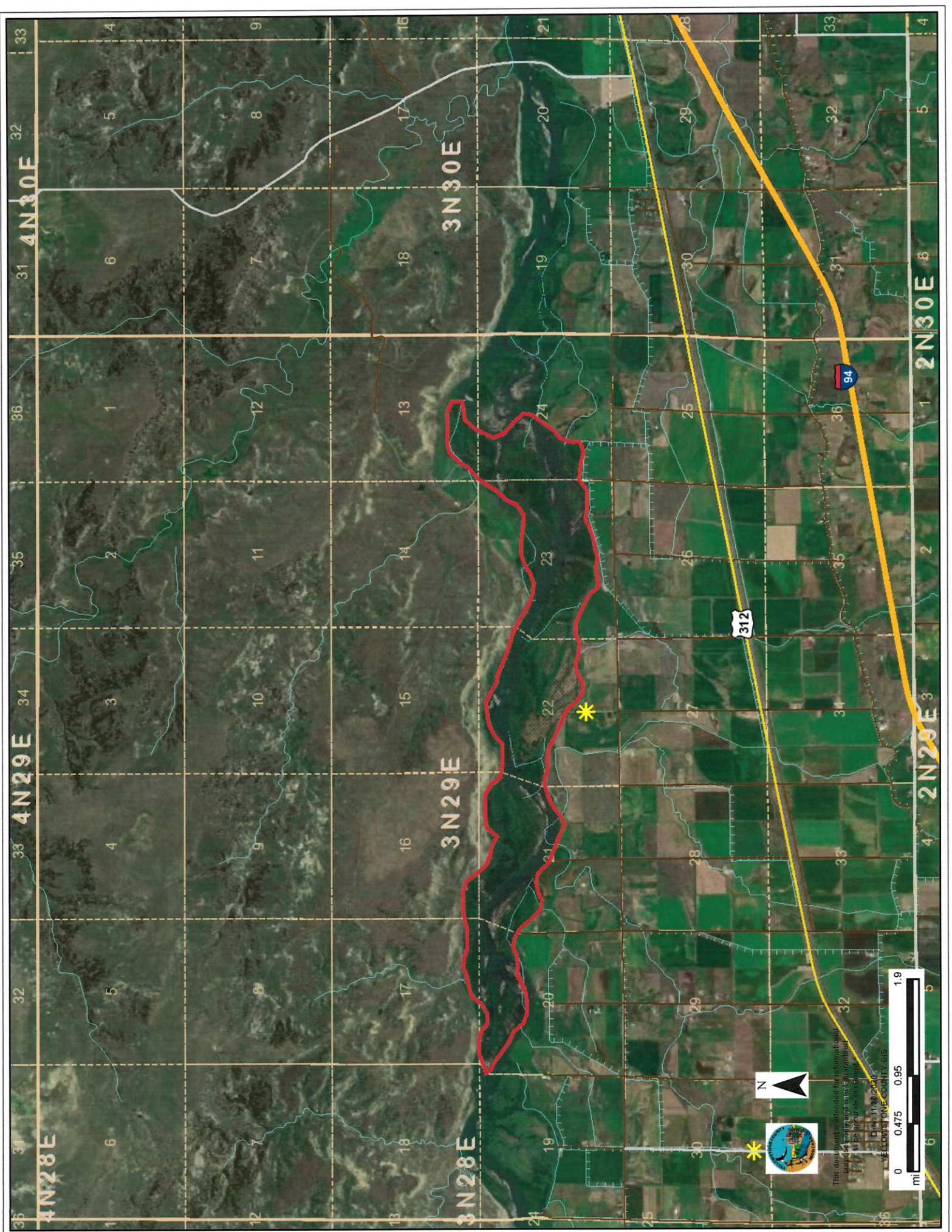
Montana DNRC appreciates the time and energy that Yellowstone County Weed District has dedicated towards this project.

Very Respectfully,

A handwritten signature in black ink, appearing to read "Zach Huyser".

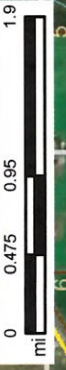
Zach Huyser
Land Use Specialist
DNRC- Southern Land Office
406-247-4402
zach.huyser@mt.gov





This document is intended for informational purposes only and is not to be used for legal or financial purposes. It is not to be used for legal or financial purposes.

DATE: 11/10/2020
YELLOWSTONE COUNTY GIS



BEFORE PHOTOS

(All photos are from 2020 project)







Look closely in the grass and you will see a young salt cedar seedling – hard to find

AFTER PHOTOS

(All photos from 2020 project)







Treated salt cedar trees in front of cargo trailer



Line of treated salt cedar trees along the shore of the Yellowstone River in Yellowstone County



Old dead skeletons from previous project about 6 or 7 years ago



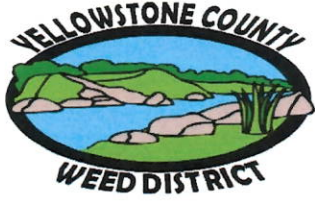
Salt cedar skeletons from previous project in foreground and new salt cedar trees in background – all of these have been treated.



Dead salt cedar trees from a grant project a few years ago



More dead salt cedar skeletons



SALT CEDAR PROJECT TREE COUNTS (12/2/2020)

2007 -- ???

2008 – 30,365

2009 – 32,615

2010 – 92,185

2011 – NO PROJECT

2012 – 39,000

2013 – 56,000

2014 – 93,781

2015 – 358,350

2016 – 400,000

2017 – 550,000

2018 – 900,000

2019 – 1.3 million

2020 – 819,287

B.O.C.C. Regular

Agenda Item 3. e.

Meeting Date: 12/08/2020

Title: DNRC 223 Grant Salt Cedar Project

Submitted For: Joe Lockwood, Supervisor **Submitted By:** Joe Lockwood,
Supervisor

TOPIC:

DNRC HB 223 Grant Application - 2021 Salt Cedar Project

BACKGROUND:

YCWD applies for the DNRC 223 Grant every year in order to supplement the project cost. The funding we receive through this grant normally is applied to the purchase of herbicide for the project.

RECOMMENDED ACTION:

Review and approve and then I will submit it to LaVerne Ivie with the Yellowstone Conservation District so she can finish filling out their part of the application.

Thank You
Joe Lockwood

Attachments

DNRC 223 Grant Application Salt Cedar Project

STATE OF MONTANA
Department of Natural Resources and Conservation
Conservation Districts Bureau
Box 201601
Helena, MT 59620-1601

For Department Use

Received by _____
Date _____
Application No. _____
Annual Budget Submitted _____

Conservation Districts Grant Program
HB 223 Grant Application

Please fill out application completely.

1. Name of District: Yellowstone Conservation District
2. Name of Project: Yellowstone County Salt Cedar Management Project 2021
3. Amount Requested: \$25,000.00
4. Total Project Cost: \$149,000.00
5. Has the district levied the maximum county mills allowed for the current fiscal year?
No _____ Yes _____ Mill Levy = \$ _____ (amount)

Mill Levy Verification _____
Name Title Date

Note: Acceptable signatures verifying a county mill levy includes the county commissioner, treasurer, finance officer, or clerk and recorder. Also acceptable is the annual mill levy verification form.

6. Has this project been identified in a conservation district plan? (Projects must be part of a CD plan).
Yes, identified in YCD's Annual Plan of Operations
7. Give a brief statement of need, including why the project cannot be financed from present sources of funding. (If the district has not submitted a budget to DNRC for other financial assistance programs for the current fiscal year, a current CD budget must be attached).
Yellowstone CD's budget cannot absorb the amount required to carry out the Salt Cedar Project.
8. Conservation District's contact person's name, address, and telephone number:
LaVerne Ivie, Administrator
1371 Rimtop Drive
Billings, MT 59105
9. This application was approved by the _____ Conservation District Board
of Supervisors meeting on the _____

Revised 2020

Authorized Signature

Project Statement

Describe the project using no more than three sentences. Be concise and describe the objective of the project, the action(s) required to complete it, and the accomplishments that will be delivered.

Statement Narrative: The 2021 Yellowstone River Salt Cedar Project will be a continuation of the 2020 Salt Cedar Project which will entail the control of massive and densely populated infestations of tamarisk along the Yellowstone River Riparian Area corridor. The 2021 project will begin at Road 21 North in the Huntley Project Area.

Examples

The objective of the project is to educate 400 4th graders in Silver Bow County about natural resources and conservation. Students will learn about soils, water, fire, and rangeland health. The deliverable will be an all-day event at the civic center.

The objective of the project is to control salt cedar along 15 miles of the Yellowstone River between Laurel and Park City. The salt cedar will be killed by hand spraying and using an excavator to remove larger plants. At the completion of the project, 15 miles and 60 acres of salt cedar will be controlled.

The objective of this project is to conduct a feasibility study in four drought-afflicted counties to determine if cover crops will improve moisture retention. At the completion of this project data will be available to help make future decisions about soil health.

Project Details

1. What is the purpose of the project? How many people or acres will benefit from this project?

To mitigate the negative impacts to the riparian health of the Yellowstone River caused by existing salt cedar (a non-native perennial – category 2 – MT) populations. Salt cedar displaces the native plant communities by creating monocultures, consuming large quantities of water which causes habitat loss and compromises the natural regeneration of native riparian plant cycles. By controlling and reducing the salt cedar population, it will increase the amount of available water to support beneficial usage for all urban/agricultural/recreational purposes, improves the habitat quality for area resident and migratory wildlife species by minimizing the competition with native plant communities.

The project area for 2021 will cover approximately 803 acres and is located in between Road 16 North and Road 24 North in the Huntley-Worden area. This area supports diversified agriculture consisting of sugar beets, grain corn, alfalfa, wheat, malt barley, and large and small cattle operations.

2. Where is the project located?

Yellowstone County – Yellowstone River riparian buffer of a ¼ - ½ mile wide; 15.10 miles northeast of the Huntley Bridge on the Yellowstone River at the north end of Road 21 North located in the Huntley Project Area.

3. What is the conservation district's role in this project?

4. What are the conservation benefits? The main objective for this project; diminish the threat to old oxbow floodplain areas along the Yellowstone River, treat old salt cedar infestations as well as new infestations, map treated area, map next years proposed area of treatment, and monitor old project areas for escapes or new seedlings and treat these as needed. These objectives are critical in making this project a success each continuing year. Rapid growing Salt cedar plants make it critical to continue with this project along the river riparian area. Salt cedar is a massive water consumer; 7.7-acre feet of water for every acre of infestation which is equivalent to 2.8 million gallons of water. That in turn, causes vegetation loss of the more useful plants, and degradation of native habitats that are critical in maintaining a healthy functioning ecosystem. Control of Salt cedar will enhance vegetation and wildlife habitats. We have already seen the benefits of desirable vegetation re-growing in past treated areas. This becomes very beneficial to mankind for agricultural and recreational purposes and all wildlife habitats.
5. What are the public benefits? 1. Protect Agriculture - What is the number one important factor in agriculture? Water!!! Salt Cedar is called the Thirsty Tree, 1 solid acre of Salt Cedar can use up to 7.7-acre feet of water which is equivalent to 2.8 million gallons of water. Salt cedar can also take over valuable grazing lands thus reducing the economic profits for farmers and ranchers. With agriculture being the number one driver of the Montana Economy I feel it's important to reduce this threat along the Yellowstone River in Yellowstone County. 2. Prevent Flooding along the Yellowstone River - Salt Cedar trees are a main threat to the old oxbow floodplain areas along the Yellowstone River and if left unchecked these areas are going to become so infested with overgrowth of Salt Cedar infestations. These old oxbow areas act as relief valves during the high-water season thus reducing the chance of flooding elsewhere. The number of Salt Cedar trees that we are finding in these areas is incredibly astronomic and require a large amount of herbicide and man hours to control. 3. Reduce the threat to native habitat and native species - Salt Cedar infestations that become dense and saturated cause vegetation loss of your more desirable plant species and degradation of native habitats that are critical in maintaining a healthy functioning ecosystem. 4. Reduce the potential for fire - monocultures of salt cedar create dense brush like growth with lots of ground duff which is very flammable. Fires that occur in areas that are dense with salt cedar burn with the same types of fire behavior which is very characteristic of large forest fires.

6. How will this project be executed and who will do the work? The project work in this project will be accomplished by using a pontoon boat, atv's, utv's, and backpack spraying. The project will be contracted out to a commercial applicator and the Yellowstone County Weed District will assist with the project to fulfill its match requirements for the project.

7. What specific tasks, and outcomes will be accomplished? The Yellowstone River Salt Cedar Project has been ongoing since 2007 with a high success rate. To date 52.37 miles of river have been scouted, mapped, and treated. The Yellowstone River Salt Cedar Project will continue to be divided into workable sections. By dividing the river into workable sections allows us to be very thorough in scouting and treating areas of salt cedar infestations. The 2021 project will begin around Road 21 North in the Huntley Project Area and will travel upriver to around Road 16 North to finish up some islands that have not been treated due to access issues because of low water levels and not being able to get a boat into those areas. These islands will be sprayed earlier in the summer in 2021 when water levels are higher and we may also airlift in some totes so labor hours can be utilized efficiently. After these areas upriver are finished we will then continue from Road 21 North downriver as far as we can go until we utilize all the herbicide that was purchased for the project. Certain areas of the islands are extremely dense with trees, and numerous man-hours and a large quantity of herbicide will be required.; thus slowing down forward progress. The mature trees will be treated using the basal bark I.P.T. (individual plant treatment) method with Remedy Ultra/Impel via 4-wheelers, a jet boat for island access and backpack sprayers. The treatment methods success varies with timely applications, water levels, weather conditions and availability of man, machine and herbicide.

I have included a document which shows the tree counts dating back to 2007 when the Yellowstone River Salt Cedar Project was started at the Stillwater/Yellowstone County lines. The tree counts are approximately the number of trees that were treated each year of the project.

8. Identify the partners who will participate in this project? **(Do not list the cash or in-kind contributions under this question—those dollar amounts will be required on the Total Budget Page)**

Partner	Task Performed
FWP	Support of the project
BLM	Support of the project
Bureau of Reclamation	Support of the project
Yellowstone Conservation District	Grant Administration and Monetary Support
DNRC	Support of the project

9. When will this project start and when will it end? The 2021 Yellowstone River Salt Cedar Project will begin in September of 2021 and commence at the end of October 2021.

10. How will it be known if the project has been successful? (**Guideline #7 states: Applications must include a plan to monitor the effectiveness of the project.**) The following methods/activities will be used to evaluate the success of the project: 1) during the herbicide application process digital photos will be taken to establish plant growth and vigor; along with GPS point data collection to identify all treatment locations for future site inspection and analysis. The Yellowstone County Weed District will monitor the project area and complete any future spot treatments of Salt cedar plants the show any visible signs of re-growth and look for any new infestation locations that may emerge due to changes in the river geomorphology.

11. How will the district or sponsoring organization inform or educate the public about the project?
(**Guideline#7 states: All grantees must write and disseminate a press release to local newspapers. The CD and DNRC's names must be mentioned as a source of funding. Conservation districts are also encouraged to publish articles in their newsletters, if available, but this may not take the place of a newspaper article).**)

Publications, networking systems such as the county website and possibly the Montana Weed Control Association Website. Public school education hosted by Yellowstone County Weed District Education Specialist along with field trips, NILE Education Program, Arbor Day Education Program, MATE Show Education Program, Southcentral Area Weed Education Trailer, and Invasive's in the Park Day.

223 Application Requirements for Equipment, Irrigation and Weed Projects

An application to purchase equipment must include a maintenance plan that includes rental fees, user deposit (if applicable), funding repair and maintenance, and long-term lease options of equipment (if applicable). Please describe.

For irrigation projects, including community garden sprinkler or drip irrigation grant requests must have a 50:50 cash match. On the Total Budget Page under column two, please specify the cash contributions of the partners.

Applications for weed projects must first demonstrate that funding was sought through the Noxious Weed Trust Fund at the Montana Department of Agriculture. Applications for aquatic invasive species projects must first demonstrate that funding was sought through the DNRC Aquatic Invasive Species Program. All weed projects must be coordinated with local weed districts—especially for the purchase and application of chemicals.

Status of Current DNRC Grants

List the status of **current** CARDD grants (all grant reports must be current before new grant funds will be disbursed).

223 Grant Budget

Provide a detailed budget indicating how grant funds will be used. Irrigation projects require a 50:50 cash match. Any project request exceeding \$20,000 must have a 50:50 cash match. Education grants cannot exceed \$10,000. Transfer all information in column one and two to the total budget table on page 6.

Item/Task Description	HB 223Funds	Explanation
Salaries (number of hours; hourly rate + benefits; type of work)		
Contracted services (identify services to be contracted)		
Per diem & travel expenses		
Communications & printing costs		
Materials & supplies (identify)	\$24,500.00	Purchase of Garlon 4 Ultra and Loveland Bark Oil
Equipment costs (identify)		
Miscellaneous (identify)		
Sub Total of Expenses	\$24,500.00	
Administration (based on a percentage of the total expenses, not to exceed 10 percent)	\$500.00	Administrative Fee -- Yellowstone Conservation District
TOTAL (expenses & administrative fee)	\$25,000.00	

Total Project Budget

Provide a detailed budget for the entire project including funding and in-kind contributions. In column one list the partner(s) and describe the task; in columns two through four only dollar amounts will be accepted.

Item/Task Description	223	Partner S	Partner S	Partner S	In-Kind S	Total
Salaries (number of hours; hourly rates + benefits; type of work)						0
Contracted services (identify services and professional/labor costs)		NWTF \$30,000.00	YCWD \$14,000.00			\$44,000.00
Per diem (\$23/day) & travel (.58/mile) expenses						0
Communications & printing costs						0
Materials & supplies (identify)	\$24,500.00 Herbicide	NWTF \$20,000.00 Herbicide	YCWD \$55,000.00 Herbicide	YCD \$5000.00		\$104,500.00
Equipment costs (identify)						0
Miscellaneous (identify)						0
Sub-Total of Expenses	\$24,500.00	\$50,000.00	\$69,000.00	0	0	0
Administration (based on a percentage of the total expenses not to exceed 10 percent)	\$500.00					\$500.00
Total (expenses & administration fee)	\$25,000.00	\$50,000.00	\$69,000.00	\$5000.00	\$ 0	\$149,000.00



Region 5 Headquarters
2300 Lake Elmo Drive
Billings, MT 59015

November 23, 2020

Yellowstone County Weed District
3319 King Ave East
Billings, MT 59101

To whom it may concern,

We here at Montana Fish Wildlife & Parks are fully in support of the Yellowstone County Salt Cedar Project for the 2021 season. The Yellowstone County Weed district have been great partners in weed management for the 11 Fishing Access Sites that FWP manages in the County. They have made great strides toward the eradication of salt cedar along the Yellowstone River drainage. As landowners and managers of public property, we appreciate the work that has been done and also what will be done in the future.

Sincerely,

Ryan Taynton
Fishing Access Site Program Manager
MT FWP Region 5
406-247-2964
rtaynton@mt.gov

YELLOWSTONE CONSERVATION DISTRICT

1371 RIMTOP DRIVE, BILLINGS, MT 59105

PHONE: 406.247.4420; FAX: 406.247.4416

To Whom It May Concern:

The Yellowstone Conservation District fully supports funding of the 2021 Yellowstone County Salt Cedar Management grant submitted to the Montana Noxious Weed Trust Fund grant program.

The specific objective of this project to attempt to eradicate the Saltcedar infestations that have been identified through previous aerial and ground-based inventory efforts and is identified as an action item in Yellowstone Conservation District's FY21 Annual Plan of Operations.

This project is a continuation of several years of spraying Salt Cedar on the Yellowstone River which the Yellowstone CD has partnered with the Yellowstone County Weed Board. We are seeing tremendous success since this program was implemented several years ago.

To augment funding of the 2021 project, the Yellowstone Conservation District plans to apply for a \$25,000 DNRC 223 grant. Last year, the 223 Committee was very receptive to Mr. Lockwood and Yellowstone Conservation District board member's presentation. We were very fortunate to receive the full \$25,000 requested because funds were tight and funding for most projects was either decreased or not funded at all.

The Yellowstone Conservation District hopes that the Montana Noxious Weed Trust Fund considers funding this very worthwhile project another year.

Cordially,

Chad Sedgwick
Yellowstone Conservation District Board of Supervisors



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Billings Field Office
5001 Southgate Drive
Billings, Montana 59101
<http://www.blm.gov/montana-dakotas>



November 17, 2020

In Reply Refer To:
9015 (MT010.LP)

Greta Dige
Grant Coordinator
Montana Noxious Weed Trust Fund
302 N. Roberts
Helena, Montana 59620

Dear Ms. Dige:

I am pleased to provide this letter of support for Yellowstone County Weed Districts grant proposal for the Yellowstone River Salt Cedar Project. The Bureau of Land Management (BLM) lands within the project area consist of Pompeys Pillar National Monument, Bundy Island and a nearby grazing allotment. All the BLM lands are located on the Yellowstone River, a conduit for the spread of invasive species. Early detection and treatment are key components of our containment and eradication strategy for management of noxious weeds.

In 2001, our office and Yellowstone County entered into an assistance agreement that provides funding to the county for treatment services. The working relationship has been a success for the BLM, our grazing operator(s), recreationalists, neighboring land owners and the county. Through the assistance agreement we are able to aggressively treat a greater number of acres without common boundary issues. Yellowstone County has far exceeded our expectations by providing integrated weed and pest management, prevention and education to land owners, local schools and the community.

This project enables us to broaden treatment acres, achieve collaboration with various interests within the project area, and ultimately control noxious weeds.

If you have any questions, please feel free to call myself at (406) 896-5349 or Larry Padden, Natural Resource Specialist, Billings Field Office, at (406) 896-5237.

Sincerely,

DAVID
LEFEVRE

Digitally signed by DAVID
LEFEVRE
Date: 2020.11.17 13:25:01
-07'00'

David J. Lefevre
Field Manager
Billings Field Office

DEPARTMENT OF NATURAL RESOURCES
AND CONSERVATION
Southern Land Office



STEVE BULLOCK, GOVERNOR

STATE OF MONTANA

PHONE: (406) 247-4400
FAX: (406) 247-4419

1371 RIMTOP DRIVE
BILLINGS, MT 59103

17 November 2020

Yellowstone County Weed District
3319 King Avenue East
Billings, MT 59101

Letter of Support Regarding the Salt Cedar Project in Yellowstone County

To Whom It May Concern:

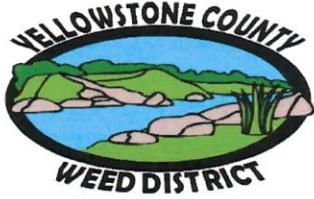
This letter is to support the Yellowstone River Salt Cedar Project in Yellowstone County. The Montana DNRC Southern Land Office encourages this project because it helps manage salt cedar on the multiple State-owned islands along the river. Many of these islands contain other noxious weed species as well as salt cedar and this project greatly decreases the spread/growth of these infestations. The management efforts of this project have also made a difference on neighboring properties which makes its importance that much more significant on the area.

Montana DNRC appreciates the time and energy that Yellowstone County Weed District has dedicated towards this project.

Very Respectfully,

A handwritten signature in black ink, appearing to read "Zach Huyser".

Zach Huyser
Land Use Specialist
DNRC- Southern Land Office
406-247-4402
zach.huyser@mt.gov



SALT CEDAR PROJECT TREE COUNTS (12/2/2020)

2007 -- ???

2008 – 30,365

2009 – 32,615

2010 – 92,185

2011 – NO PROJECT

2012 – 39,000

2013 – 56,000

2014 – 93,781

2015 – 358,350

2016 – 400,000

2017 – 550,000

2018 – 900,000

2019 – 1.3 million

2020 – 819,287

B.O.C.C. Regular

Agenda Item 4.

Meeting Date: 12/08/2020

Title: School District Budget Reports for FY20-21

Submitted By: Teri Reitz, Board Clerk

TOPIC:

School District Budget Reports for FY20-21

BACKGROUND:

See attached reports.

RECOMMENDED ACTION:

Approve.

Attachments

School District Budget Reports FY20-21

Yellowstone County



SUPERINTENDENT OF SCHOOLS
(406) 256-6933
FAX (406) 256-6930

P.O. Box 35022
Billings, MT 59107-5022

Date: December 2, 2020

To: Teri Reitz, Clerk to BOCC

From: Sherry Long, Yellowstone County Treasurer/Assessor/Supt. of Schools

A handwritten signature in blue ink that reads "Sherry Long".

RE: Item for consent agenda – signatures for Budget Cover Page

Please place the following on the BOCC agenda for the December 8, 2020 meeting as a consent item: Signature of the Board Chair for the cover pages of the school districts budget reports (FY 20-21): Please see attached Cover Pages for the following school districts:

- #2 Billings Public Schools - Elementary and High School
- #3 Blue Creek Elementary
- #4 Canyon Creek Elementary
- #7 Laurel - Elementary and High School
- #8 Elder Grove Elementary
- #15 Custer K-12 Schools
- #17 Morin Elementary
- #21J Broadview - Elementary and High School
- #23 Elysian Elementary
- #24 Huntley Project K-12 Schools
- #26 Lockwood K-12 School
- #37 Shepherd -Elementary and High School
- #41 Pioneer Elementary
- #52 Independent Elementary
- #58 Yellowstone Academy Elementary

Please return signed documents. Thank you.

Sherry Lynn



Budget Report

FY 2021

56 Yellowstone

0965 Billings Elem

Submit ID: 0965-50774732

Due Dates:

Board of Trustees adopts Final Budget no later than August 25th before: computation of GF levy requirement by Cty Supt. & the fixing of district tax levies. (MCA 20-9-131)

Board of Trustees transmits to County Supt. within 3 days after final approval. (MCA 20-9-131)

County Supt. transmits to County Commissioners by the later of the 1st Tuesday in September or within 30 calendar days after receipt of certified taxable values. (MCA 20-9-142)

County Supt. transmits to Office of Public Instruction on or before September 15th. (MCA 20-9-134)

District ANB And Taxable Valuation

	ANB		Taxable Valuation
	EL	HS	
District:	12,038	N/A	224,174,751

* Indicates that the 3 year average ANB was used to calculate the budget limitations

The final budget is approved as set forth in this document.

Certification

District Clerk:

(Signature)

Craig VanNice

9-2-20

(Date)

Chairperson, School Trustees:

(Signature)

Greta Besch-Moen

9-2-20

(Date)

County Superintendent:

(Signature)

Sherry Long

9/2/2020

(Date)

Chairperson, County Commissioners:

(Signature)

Dennis Pitman

(Print)

December 8, 2020

(Date)

Name of Contact:

(Signature)

(Print)

(Phone)



Budget Report FY 2021

56 Yellowstone
0965 Billings Elem

Submit ID: 0965-50774732

Summary

Fund [A]	Adopted Budget [B]	Total Reserves (961-966) [C]	Reserve Limit [D]	% of Adopted Budget Reserved (C/B) x 100 [E]	Unreserved Fund Balance Reappropriated (970) [F]	Other Revenue [G]	District Property Tax Requirements (B - F - G = H) If < 0, enter 0 [H]	District Mill Levies H / (TV x .001) [I]
01 General	84,045,690.80	4,806,415.44	10%	5.72%	0.00	59,298,764.77	24,746,926.03	110.38
10 Transportation	5,233,372.00	556,773.59	20%	10.64%	0.00	981,010.00	4,252,362.00	18.97
11 Bus Depreciation	0.00	0.00	N/A	0.00%	0.00	0.00	0.00	0.00
13 Tuition	3,648,017.00		N/A		146,101.78	0.00	3,501,915.22	15.62
14 Retirement	13,709,500.00	2,741,900.00	20%	20.00%	313,884.47	13,395,615.53		
17 Adult Education	595,000.00	208,250.00	35%	35.00%	313,816.16	0.00	281,183.84	1.25
19 Non-Operating	0.00	0.00	N/A	0.00%	0.00	0.00	0.00	0.00
28 Technology	1,603,375.96	0.00	N/A	0.00%	334,654.21	68,721.75	1,200,000.00	5.35
29 Flexibility	1,890,242.28	0.00	N/A	0.00%	1,544,786.86	345,455.42	0.00	0.00
61 Building Reserve	2,649,268.54	0.00	N/A	0.00%	1,450,768.54	547,942.01	650,557.99	2.90
Total of All Funds	113,374,466.58	8,313,339.03			4,104,012.02	74,637,509.48	34,632,945.08	154.47

50 Debt Service								
Tax Jurisdiction								
ELBond	11,237,385.26	0.00	20-9-438	0.00%	13,850.08	563,000.00	10,660,535.18	47.55



Budget Report

FY 2021

56 Yellowstone

0966 Billings H S

Submit ID: 0966-83469836

Due Dates:

Board of Trustees adopts Final Budget no later than August 25th before; computation of GF levy requirement by Cty Supt. & the fixing of district tax levies. (MCA 20-9-131)

Board of Trustees transmits to County Supt. within 3 days after final approval. (MCA 20-9-131)

County Supt. transmits to County Commissioners by the later of the 1st Tuesday in September or within 30 calendar days after receipt of certified taxable values. (MCA 20-9-142)

County Supt. transmits to Office of Public Instruction on or before September 15th. (MCA 20-9-134)

District ANB And Taxable Valuation

	ANB		Taxable Valuation
	EL	HS	
District:	N/A	5,630	278,825,706

* indicates that the 3 year average ANB was used to calculate the budget limitations

The final budget is approved as set forth in this document.

Certification

District Clerk:

[Signature]
(Signature)

Craig VanNice

9-2-20
(Date)

Chairperson, School Trustees:

[Signature]
(Signature)

Greta Besch-Moen

9-2-20
(Date)

County Superintendent:

[Signature]
(Signature)

Sherry Long

9/2/2020
(Date)

Chairperson, County Commissioners:

[Signature]
(Signature)

Dennis Pitman
(Print)

December 8, 2020
(Date)

Name of Contact:

[Signature]
(Signature)

(Print)

(Phone)



Budget Report

FY 2021

56 Yellowstone

0966 Billings H S

Submit ID: 0966-83469836

Summary

Fund [A]	Adopted Budget [B]	Total Reserves (961-966) [C]	Reserve Limit [D]	% of Adopted Budget Reserved (C/B) x 100 [E]	Unreserved Fund Balance Reappropriated (970) [F]	Other Revenue [G]	District Property Tax Requirements (B - F - G = H) If < 0, enter 0 [H]	District Mill Levies H / (TV x .001) [I]
01 General	44,651,676.02	3,207,799.18	10%	7.18%	0.00	31,135,444.87	13,516,231.15	48.47
10 Transportation	2,258,000.00	451,600.00	20%	20.00%	227,570.81	504,590.00	1,525,839.19	5.47
11 Bus Depreciation	0.00	0.00	N/A	0.00%	0.00	0.00	0.00	0.00
13 Tuition	1,386,161.00		N/A		377.50	0.00	1,385,783.50	4.97
14 Retirement	7,469,400.00	1,020,947.21	20%	13.67%	0.00	7,469,400.00		
17 Adult Education	1,550,000.00	364,469.55	35%	23.51%	0.00	280,000.00	1,270,000.00	4.55
19 Non-Operating	0.00	0.00	N/A	0.00%	0.00	0.00	0.00	0.00
28 Technology	1,704,906.91	0.00	N/A	0.00%	568,587.18	36,860.73	1,099,459.00	3.94
29 Flexibility	2,271,069.21	0.00	N/A	0.00%	1,773,990.36	497,078.85	0.00	0.00
61 Building Reserve	906,971.68	0.00	N/A	0.00%	329,771.68	218,763.46	358,436.54	1.29
Total of All Funds	62,198,184.82	5,044,815.94			2,900,297.53	40,142,137.91	19,155,749.38	68.69

50 Debt Service								
Tax Jurisdiction								
HSBond	1,182,056.79	0.00	20-9-438	0.00%	22,970.79	487,000.00	672,086.00	2.20



Budget Report

FY 2021

56 Yellowstone

0968 Blue Creek Elem

Submit ID: 0968-06699985

Due Dates:

Board of Trustees adopts Final Budget no later than August 25th before: computation of GF levy requirement by Cty Supt. & the fixing of district tax levies. (MCA 20-9-131)

Board of Trustees transmits to County Supt. within 3 days after final approval. (MCA 20-9-131)

County Supt. transmits to County Commissioners by the later of the 1st Tuesday in September or within 30 calendar days after receipt of certified taxable values. (MCA 20-9-142)

County Supt. transmits to Office of Public Instruction on or before September 15th. (MCA 20-9-134)

District ANB And Taxable Valuation

	ANB		Taxable Valuation
	EL	HS	
District:	* 200	N/A	5,258,519

* indicates that the 3 year average ANB was used to calculate the budget limitations

The final budget is approved as set forth in this document.

Certification

District Clerk:

Roger Heimbigner
(Signature)

Roger Heimbigner

8-13-2020
(Date)

Chairperson, School Trustees:

Megan Loveridge
(Signature)

Megan Loveridge

08/13/2020
(Date)

County Superintendent:

Sherry Long
(Signature)

Sherry Long

AUG 19 2020
(Date)

Chairperson, County Commissioners:

Denise Pitman
(Signature)

Denise Pitman
(Print)

December 8, 2020
(Date)

Name of Contact:

(Signature)

(Print)

(Phone)



Budget Report FY 2021

56 Yellowstone
0968 Blue Creek Elem

Submit ID: 0968-06699985

Summary

Fund [A]	Adopted Budget [B]	Total Reserves (961-966) [C]	Reserve Limit [D]	% of Adopted Budget Reserved (C/B) x 100 [E]	Unreserved Fund Balance Reappropriated (970) [F]	Other Revenue [G]	District Property Tax Requirements (B - F - G = H) if < 0, enter 0 [H]	District Mill Levies H / (TV x .001) [I]
01 General	1,306,096.15	129,048.30	10%	9.88%	0.00	905,188.13	400,908.02	76.24
10 Transportation	45,012.00	9,002.40	20%	20.00%	3,183.82	13,200.00	28,628.18	5.44
11 Bus Depreciation	0.00	0.00	N/A	0.00%	0.00	0.00	0.00	0.00
13 Tuition	103,274.00		N/A		7,846.16	0.00	95,427.84	18.15
14 Retirement	146,096.00	29,219.20	20%	20.00%	58,588.12	87,507.88		
17 Adult Education	39,931.00	13,975.85	35%	35.00%	3,107.62	0.00	36,823.38	7.00
19 Non-Operating	0.00	0.00	N/A	0.00%	0.00	0.00	0.00	0.00
28 Technology	70,395.27	0.00	N/A	0.00%	69,286.33	1,108.94	0.00	0.00
29 Flexibility	4.49	0.00	N/A	0.00%	4.49	0.00	0.00	0.00
61 Building Reserve	143,405.78	0.00	N/A	0.00%	108,105.78	18,186.58	17,113.42	3.25
Total of All Funds	1,854,214.69	181,245.75			250,122.32	1,025,191.53	578,900.84	110.08

50 Debt Service

Tax Jurisdiction

3	3,500.00	0.00	20-9-438	0.00%	524.06	0.00	2,975.94	0.57
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Budget Report

FY 2021

56 Yellowstone

0969 Canyon Creek Elem

Submit ID: 0969-60132898

Due Dates:

Board of Trustees adopts Final Budget no later than August 25th before: computation of GF levy requirement by Cty Supt. & the fixing of district tax levies. (MCA 20-9-131)

Board of Trustees transmits to County Supt. within 3 days after final approval. (MCA 20-9-131)

County Supt. transmits to County Commissioners by the later of the 1st Tuesday in September or within 30 calendar days after receipt of certified taxable values. (MCA 20-9-142)

County Supt. transmits to Office of Public Instruction on or before September 15th. (MCA 20-9-134)

District ANB And Taxable Valuation

	ANB		Taxable Valuation
	EL	HS	
District:	263	N/A	4,760,010

* indicates that the 3 year average ANB was used to calculate the budget limitations

The final budget is approved as set forth in this document.

Certification

District Clerk:

Seara Stovall

Seara L. Stovall
(Signature)

08/17/2020
(Date)

Chairperson, School Trustees:

Amy Sironi

Amy Sironi
(Signature)

8/17/20
(Date)

County Superintendent:

Sherry Long

Sherry Long
(Signature)

8/18/2020
(Date)

Chairperson, County Commissioners:

Denis Pitman
(Print)

(Signature)

December 8, 2020
(Date)

Name of Contact:

(Print)

(Signature)

(Phone)



Budget Report FY 2021

56 Yellowstone

0970 Laurel Elem



Submit ID: 0970-96353107

Due Dates:

Board of Trustees adopts Final Budget no later than August 25th before: computation of GF levy requirement by Cty Supt. & the fixing of district tax levies. (MCA 20-9-131)

Board of Trustees transmits to County Supt. within 3 days after final approval. (MCA 20-9-131)

County Supt. transmits to County Commissioners by the later of the 1st Tuesday in September or within 30 calendar days after receipt of certified taxable values. (MCA 20-9-142)

County Supt. transmits to Office of Public Instruction on or before September 15th. (MCA 20-9-134)

District ANB And Taxable Valuation

	ANB		Taxable Valuation
	EL	HS	
District:	* 1,477	N/A	51,242,045
* indicates that the 3 year average ANB was used to calculate the budget limitations			
Joint District Distribution:			
(Used for county calculations)			
Located - 56 Yellowstone	1,414	N/A	50,381,320
Non-located - 05 Carbon	63	N/A	860,725

The final budget is approved as set forth in this document.

Certification

District Clerk:

Donnie McVee

(Signature)

(Date)

Chairperson, School Trustees:

Karen Teeters

(Signature)

(Date)

County Superintendent:

Sherry Long

(Signature)

(Date)

Chairperson, County Commissioners:

(Print)

(Signature)

(Date)

Name of Contact:

(Print)

(Signature)

(Phone)



Budget Report

FY 2021

56 Yellowstone

0970 Laurel Elem

Submit ID: 0970-96353107

Summary

Fund [A]	Adopted Budget [B]	Total Reserves (961-966) [C]	Reserve Limit [D]	% of Adopted Budget Reserved (C/B) x 100 [E]	Unreserved Fund Balance Reappropriated (970) [F]	Other Revenue [G]	District Property Tax Requirements (B - F - G = H) If < 0, enter 0 [H]	District Mill Levies H / (TV x .001) [I]
01 General	9,829,188.16	955,998.01	10%	9.73%	0.00	6,590,375.51	3,238,812.65	63.20
10 Transportation	590,817.00	114,925.00	20%	19.45%	97,756.98	146,476.51	346,583.51	6.76
11 Bus Depreciation	763,912.01	0.00	N/A	0.00%	607,644.55	0.00	156,267.46	3.05
13 Tuition	499,070.00		N/A		322,078.00	0.00	176,992.00	3.45
14 Retirement	1,729,933.00	222,262.05	20%	12.85%	0.00	1,729,933.00		
17 Adult Education	50,000.00	17,500.00	35%	35.00%	46,672.21	0.00	3,327.79	0.06
19 Non-Operating	0.00	0.00	N/A	0.00%	0.00	0.00	0.00	0.00
28 Technology	163,633.40	0.00	N/A	0.00%	123,633.40	8,573.05	31,426.95	0.61
29 Flexibility	3,805.47	0.00	N/A	0.00%	3,805.47	0.00	0.00	0.00
61 Building Reserve	698,441.25	0.00	N/A	0.00%	133,141.25	20,000.00	545,300.00	10.65
Total of All Funds	14,328,800.29	1,310,685.06			1,334,731.86	8,495,358.07	4,498,710.36	87.78

50 Debt Service

Tax Jurisdiction

7-70	783,181.26	0.00	20-9-438	0.00%	5,172.34	0.00	778,008.92	15.18
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Submit ID: 0971-74159943

Due Dates:

Board of Trustees adopts Final Budget no later than August 25th before: computation of GF levy requirement by Cty Supt. & the fixing of district tax levies. (MCA 20-9-131)

Board of Trustees transmits to County Supt. within 3 days after final approval. (MCA 20-9-131)

County Supt. transmits to County Commissioners by the later of the 1st Tuesday in September or within 30 calendar days after receipt of certified taxable values. (MCA 20-9-142)

County Supt. transmits to Office of Public Instruction on or before September 15th. (MCA 20-9-134)

District ANB And Taxable Valuation

	ANB		Taxable Valuation
	EL	HS	
District:	N/A	668	50,381,320

* indicates that the 3 year average ANB was used to calculate the budget limitations

The final budget is approved as set forth in this document.

Certification

District Clerk:

Donnie McVee

Donnie McVee
(Signature)

9-4-20
(Date)

Chairperson/School Trustees:

Karen Teeters

(Signature) Karen A. Lusk

9-4-20
(Date)

County Superintendent:

Sherry Long

(Signature)

SEP 04 2020
(Date)

Chairperson, County Commissioners:

Denis Pitman
(Print)

(Signature)

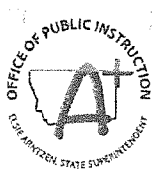
December 8, 2020
(Date)

Name of Contact:

(Print)

(Signature)

(Phone)



Budget Report

FY 2021

56 Yellowstone

0971 Laurel H S

Submit ID: 0971-74159943

Summary

Fund [A]	Adopted Budget [B]	Total Reserves (961-966) [C]	Reserve Limit [D]	% of Adopted Budget Reserved (C/B) x 100 [E]	Unreserved Fund Balance Reappropriated (970) [F]	Other Revenue [G]	District Property Tax Requirements (B - F - G = H) If < 0, enter 0 [H]	District Mill Levies H / (TV x .001) [I]
01 General	5,416,050.29	542,643.61	10%	10.02%	314,883.77	3,490,837.95	1,610,328.57	31.97
10 Transportation	272,171.00	52,839.20	20%	19.41%	35,906.93	72,144.97	164,119.10	3.26
11 Bus Depreciation	446,225.83	0.00	N/A	0.00%	360,951.28	0.00	85,274.55	1.69
13 Tuition	263,420.00		N/A		81,677.59	0.00	181,742.41	3.61
14 Retirement	844,173.00	168,834.60	20%	20.00%	49,214.15	794,958.85		
17 Adult Education	50,000.00	17,500.00	35%	35.00%	49,434.72	0.00	565.28	0.01
19 Non-Operating	0.00	0.00	N/A	0.00%	0.00	0.00	0.00	0.00
28 Technology	51,741.09	0.00	N/A	0.00%	31,741.09	4,654.59	15,345.41	0.30
29 Flexibility	3,793.67	0.00	N/A	0.00%	3,793.67	0.00	0.00	0.00
61 Building Reserve	578,104.83	0.00	N/A	0.00%	297,104.83	13,000.00	268,000.00	5.32
Total of All Funds	7,925,679.71	781,817.41			1,224,708.03	4,375,596.36	2,325,375.32	46.16

50 Debt Service

Tax Jurisdiction

High School 2004	714,693.76	0.00	20-9-438	0.00%	42,057.65	0.00	672,636.11	13.35
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Budget Report

FY 2021

56 Yellowstone

0972 Elder Grove Elem

Submit ID: 0972-37796320

Due Dates:

Board of Trustees adopts Final Budget no later than August 25th before: computation of GF levy requirement by Cty Supt. & the fixing of district tax levies. (MCA 20-9-131)

Board of Trustees transmits to County Supt. within 3 days after final approval. (MCA 20-9-131)

County Supt. transmits to County Commissioners by the later of the 1st Tuesday in September or within 30 calendar days after receipt of certified taxable values. (MCA 20-9-142)

County Supt. transmits to Office of Public Instruction on or before September 15th. (MCA 20-9-134)

District ANB And Taxable Valuation

	ANB		Taxable Valuation
	EL	HS	
District:	642	N/A	9,532,476

* indicates that the 3 year average ANB was used to calculate the budget limitations

The final budget is approved as set forth in this document.

Certification

District Clerk:

Julie Copeman
(Signature)

Julie Copeman

9/3/2020
(Date)

Chairperson, School Trustees:

[Signature]
(Signature)

Ryan VanBellegeeyen

9/3/2020
(Date)

Rich Pope

County Superintendent:

Sherry Long
(Signature)

Sherry Long

SEP 03 2020
(Date)

Chairperson, County Commissioners:

[Signature]
(Signature)

Deni's Pitman
(Print)

December 8, 2020
(Date)

Name of Contact:

[Signature]
(Signature)

(Print)

(Phone)



Budget Report

FY 2021

56 Yellowstone

0972 Elder Grove Elem

Submit ID: 0972-37796320

Summary

Fund [A]	Adopted Budget [B]	Total Reserves (961-966) [C]	Reserve Limit [D]	% of Adopted Budget Reserved (C/B) x 100 [E]	Unreserved Fund Balance Reappropriated (970) [F]	Other Revenue [G]	District Property Tax Requirements (B - F - G = H) If < 0, enter 0 [H]	District Mill Levies H / (TV x .001) [I]
01 General	3,655,252.14	242,977.15	10%	6.65%	0.00	3,248,394.42	406,857.72	42.69
10 Transportation	494,145.00	73,434.29	20%	14.86%	0.00	161,204.88	332,940.12	34.93
11 Bus Depreciation	0.00	0.00	N/A	0.00%	0.00	0.00	0.00	0.00
13 Tuition	161,200.00		N/A		0.00	0.00	161,200.00	16.91
14 Retirement	504,353.00	100,870.60	20%	20.00%	6,285.92	498,067.08		
17 Adult Education	23,776.00	8,321.60	35%	35.00%	7,590.07	0.00	16,185.93	1.70
19 Non-Operating	0.00	0.00	N/A	0.00%	0.00	0.00	0.00	0.00
28 Technology	55,365.57	0.00	N/A	0.00%	51,690.28	3,675.29	0.00	0.00
29 Flexibility	124,459.27	0.00	N/A	0.00%	9.27	62,225.00	62,225.00	6.53
61 Building Reserve	265,133.17	0.00	N/A	0.00%	191,434.70	37,822.12	35,876.35	3.76
Total of All Funds	5,283,684.15	425,603.64			257,010.24	4,011,388.79	1,015,285.12	106.52

50 Debt Service

Tax Jurisdiction

8	1,498,306.26	0.00	20-9-438	0.00%	0.00	0.00	1,498,306.26	157.18
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Submitted Budget Report

FY 2021

56 Yellowstone

Submit ID: 0975-09406964

0975 Custer K-12 Schools



Due Dates:

Board of Trustees adopts Final Budget no later than August 25th before: computation of GF levy requirement by Cty Supt. & the fixing of district tax levies. (MCA 20-9-131)

Board of Trustees transmits to County Supt. within 3 days after final approval. (MCA 20-9-131)

County Supt. transmits to County Commissioners by the later of the 1st Tuesday in September or within 30 calendar days after receipt of certified taxable values. (MCA 20-9-142)

County Supt. transmits to Office of Public Instruction on or before September 15th. (MCA 20-9-134)

District ANB And Taxable Valuation

	ANB		Taxable Valuation
	EL	HS	
District:	* 67	24	2,324,393

* indicates that the 3 year average ANB was used to calculate the budget limitations

The final budget is approved as set forth in this document.

Certification

District Clerk:

Marynell Perrin
(Signature)

Marynell Perrin

8/24/2020
(Date)

Chairperson, School Trustees:

Jill Cybulski
(Signature)

Jill Cybulski

8/24/2020
(Date)

County Superintendent:

Sherry Long
(Signature)

Sherry Long

AUG 25 2020
(Date)

Chairperson, County Commissioners:

Dennis Pitman
(Signature)

(Print)

December 8, 2020
(Date)

Name of Contact:

(Signature)

(Print)

(Phone)



Submitted Budget Report

FY 2021

56 Yellowstone

Submit ID: 0975-09406964

0975 Custer K-12 Schools

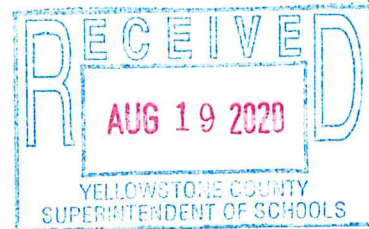
Summary

Fund [A]	Adopted Budget [B]	Total Reserves (961-966) [C]	Reserve Limit [D]	% of Adopted Budget Reserved (C/B) x 100 [E]	Unreserved Fund Balance Reappropriated (970) [F]	Other Revenue [G]	District Property Tax Requirements (B - F - G = H) If < 0, enter 0 [H]	District Mill Levies H / (TV x .001) [I]
01 General	1,116,700.31	94,946.86	10%	8.50%	0.00	803,986.13	312,714.18	134.55
10 Transportation	150,000.00	11,053.96	20%	7.37%	0.00	62,355.80	87,644.20	37.71
11 Bus Depreciation	184,237.45	0.00	N/A	0.00%	123,075.95	0.00	61,161.50	26.31
13 Tuition	49,986.00		N/A		1,256.06	0.00	48,729.94	20.96
14 Retirement	142,000.00	28,400.00	20%	20.00%	12,250.73	129,749.27		
17 Adult Education	5,074.47	0.00	35%	0.00%	5,074.47	0.00	0.00	0.00
19 Non-Operating	0.00	0.00	N/A	0.00%	0.00	0.00	0.00	0.00
28 Technology	1,934.45	0.00	N/A	0.00%	988.68	945.77	0.00	0.00
29 Flexibility	3.16	0.00	N/A	0.00%	3.16	0.00	0.00	0.00
61 Building Reserve	74,521.09	0.00	N/A	0.00%	53,521.09	0.00	21,000.00	9.03
Total of All Funds	1,724,456.93	134,400.82			196,170.14	997,036.97	531,249.82	228.56

50 Debt Service								
Tax Jurisdiction								
Series2017	0.00	0.00	20-9-438	0.00%	0.00	0.00	0.00	0.00
Series 2017EL	76,816.67	0.00	20-9-438	0.00%	0.00	0.00	76,816.67	33.05
Series 2017HS	148,333.33	0.00	20-9-438	0.00%	0.00	0.00	148,333.33	63.82



Budget Report
FY 2021
56 Yellowstone
0976 Morin Elem



Submit ID: 0976-70056849

Due Dates:

Board of Trustees adopts Final Budget no later than August 25th before: computation of GF levy requirement by Cty Supt. & the fixing of district tax levies. (MCA 20-9-131)
Board of Trustees transmits to County Supt. within 3 days after final approval. (MCA 20-9-131)
County Supt. transmits to County Commissioners by the later of the 1st Tuesday in September or within 30 calendar days after receipt of certified taxable values. (MCA 20-9-142)
County Supt. transmits to Office of Public Instruction on or before September 15th. (MCA 20-9-134)

District ANB And Taxable Valuation

	ANB		Taxable Valuation
	EL	HS	
District:	* 47	N/A	1,985,992

* indicates that the 3 year average ANB was used to calculate the budget limitations

The final budget is approved as set forth in this document.

Certification

District Clerk:

Kathy Gehring
(Signature)

Kathy Gehring

8/15/20
(Date)

Chairperson, School Trustees:

[Signature]
(Signature)

Shawn Roods

8/15/20
(Date)

County Superintendent:

Sherry Long
(Signature)

Sherry Long

AUG 19 2020
(Date)

Chairperson, County Commissioners:

[Signature]
(Signature)

Denis Aitman
(Print)

December 8, 2020
(Date)

Name of Contact:

[Signature]
(Signature)

[Print Name]
(Print)

[Phone Number]
(Phone)



Budget Report FY 2021

56 Yellowstone
0976 Morin Elem

Submit ID: 0976-70056849

Summary

Fund [A]	Adopted Budget [B]	Total Reserves (961-966) [C]	Reserve Limit [D]	% of Adopted Budget Reserved (C/B) x 100 [E]	Unreserved Fund Balance Reappropriated (970) [F]	Other Revenue [G]	District Property Tax Requirements (B - F - G = H) If < 0, enter 0 [H]	District Mill Levies H / (TV x .001) [I]
01 General	345,959.99	34,596.00	10%	10.00%	1,637.55	258,716.18	85,606.26	43.10
10 Transportation	54,555.35	10,911.07	20%	20.00%	4,131.02	43,565.65	6,858.68	3.45
11 Bus Depreciation	0.00	0.00	N/A	0.00%	0.00	0.00	0.00	0.00
13 Tuition	7,201.00		N/A		30.16	0.00	7,170.84	3.61
14 Retirement	87,510.00	17,502.00	20%	20.00%	7,898.04	79,611.96		
17 Adult Education	0.00	0.00	35%	0.00%	0.00	0.00	0.00	0.00
19 Non-Operating	0.00	0.00	N/A	0.00%	0.00	0.00	0.00	0.00
28 Technology	611.20	0.00	N/A	0.00%	281.22	329.98	0.00	0.00
29 Flexibility	44.13	0.00	N/A	0.00%	44.13	0.00	0.00	0.00
61 Building Reserve	0.00	0.00	N/A	0.00%	0.00	0.00	0.00	0.00
Total of All Funds	495,881.67	63,009.07			14,022.12	382,223.77	99,635.78	50.16

50 Debt Service								
Tax Jurisdiction								
	0.00	0.00	20-9-438	0.00%	0.00	0.00	0.00	0.00



Budget Report

FY 2021

56 Yellowstone

0978 Broadview Elem

Submit ID: 0978-88993076

Due Dates:

Board of Trustees adopts Final Budget no later than August 25th before: computation of GF levy requirement by Cty Supt. & the fixing of district tax levies. (MCA 20-9-131)

Board of Trustees transmits to County Supt. within 3 days after final approval. (MCA 20-9-131)

County Supt. transmits to County Commissioners by the later of the 1st Tuesday in September or within 30 calendar days after receipt of certified taxable values. (MCA 20-9-142)

County Supt. transmits to Office of Public Instruction on or before September 15th. (MCA 20-9-134)

District ANB And Taxable Valuation

	ANB		Taxable Valuation
	EL	HS	
District:	* 100	N/A	10,362,748

* indicates that the 3 year average ANB was used to calculate the budget limitations

Joint District Distribution:

(Used for county calculations)

Located - 56 Yellowstone	98	N/A	8,219,875
Non-located - 33 Musselshell	1	N/A	1,498,055
Non-located - 48 Stillwater	1	N/A	644,818

The final budget is approved as set forth in this document.

Certification

District Clerk:

Terri Reinhardt
(Signature)

Terri Reinhardt

8/24/2020
(Date)

Chairperson, School Trustees:

Mike Tuszynski
(Signature)

Mike Tuszynski

8-25-2020
(Date)

County Superintendent:

Sherry Long
(Signature)

Sherry Long

8/26/2020
(Date)

Chairperson, County Commissioners:

Denis Pitman
(Signature)

(Print)

December 8, 2020
(Date)

Name of Contact:

(Print)

(Signature)

(Phone)



Budget Report FY 2021

56 Yellowstone
0978 Broadview Elem

Submit ID: 0978-88993076

Summary

Fund [A]	Adopted Budget [B]	Total Reserves (961-966) [C]	Reserve Limit [D]	% of Adopted Budget Reserved (C/B) x 100 [E]	Unreserved Fund Balance Reappropriated (970) [F]	Other Revenue [G]	District Property Tax Requirements (B - F - G = H) If < 0, enter 0 [H]	District Mill Levies H / (TV x .001) [I]
01 General	890,396.02	181,750.68	10%	20.41%	31,843.49	412,080.52	446,472.01	43.09
10 Transportation	126,303.93	25,260.79	20%	20.00%	29,346.83	54,755.44	42,201.66	4.07
11 Bus Depreciation	198,014.90	0.00	N/A	0.00%	133,552.99	334.20	64,127.71	6.19
13 Tuition	15.38		N/A		15.38	15.38	0.00	0.00
14 Retirement	132,143.66	26,428.73	20%	20.00%	9,972.78	122,170.88		
17 Adult Education	0.00	0.00	35%	0.00%	0.00	0.00	0.00	0.00
19 Non-Operating	0.00	0.00	N/A	0.00%	0.00	0.00	0.00	0.00
28 Technology	6,508.03	0.00	N/A	0.00%	5,729.83	778.20	0.00	0.00
29 Flexibility	9,664.48	0.00	N/A	0.00%	9,536.10	128.38	0.00	0.00
61 Building Reserve	70,274.90	0.00	N/A	0.00%	70,274.90	0.00	0.00	0.00
Total of All Funds	1,433,321.30	233,440.20			290,272.30	590,263.00	552,801.38	53.35

50 Debt Service								
Tax Jurisdiction								
	0.00	0.00	20-9-438	0.00%	0.00	0.00	0.00	0.00



Budget Report

FY 2021

56 Yellowstone

0979 Broadview H S

Submit ID: 0979-95707226

Due Dates:

Board of Trustees adopts Final Budget no later than August 25th before: computation of GF levy requirement by Cty Supt. & the fixing of district tax levies. (MCA 20-9-131)

Board of Trustees transmits to County Supt. within 3 days after final approval. (MCA 20-9-131)

County Supt. transmits to County Commissioners by the later of the 1st Tuesday in September or within 30 calendar days after receipt of certified taxable values. (MCA 20-9-142)

County Supt. transmits to Office of Public Instruction on or before September 15th. (MCA 20-9-134)

District ANB And Taxable Valuation

	ANB		Taxable Valuation
	EL	HS	
District:	N/A	43	10,698,580
* indicates that the 3 year average ANB was used to calculate the budget limitations			
Joint District Distribution:			
(Used for county calculations)			
Located - 56 Yellowstone	N/A	40	8,555,707
Non-located - 33 Musselshell	N/A	1	1,498,055
Non-located - 48 Stillwater	N/A	2	644,818

The final budget is approved as set forth in this document.

Certification

District Clerk:

Terri Reinhardt
(Signature)

Terri Reinhardt

8/24/2020
(Date)

Chairperson, School Trustees:

Mike Tuszynski
(Signature)

Mike Tuszynski

8-25-2020
(Date)

County Superintendent:

Sherry Long
(Signature)

Sherry Long

8/26/2020
(Date)

Chairperson, County Commissioners:

Dennis Pitman
(Signature)

(Print)

December 8, 2020
(Date)

Name of Contact:

(Signature)

(Print)

(Phone)



Budget Report FY 2021

56 Yellowstone
0979 Broadview H S

Submit ID: 0979-95707226

Summary

Fund [A]	Adopted Budget [B]	Total Reserves (961-966) [C]	Reserve Limit [D]	% of Adopted Budget Reserved (C/B) x 100 [E]	Unreserved Fund Balance Reappropriated (970) [F]	Other Revenue [G]	District Property Tax Requirements (B - F - G = H) If < 0, enter 0 [H]	District Mill Levies H / (TV x .001) [I]
01 General	757,852.28	171,838.18	10%	22.67%	20,440.43	354,277.26	383,134.59	35.81
10 Transportation	80,159.44	2,465.25	20%	3.08%	1,218.30	28,377.97	50,563.17	4.73
11 Bus Depreciation	221,600.36	0.00	N/A	0.00%	183,478.15	152.99	37,969.22	3.55
13 Tuition	1,389.48		N/A		1,389.48	18.71	0.00	0.00
14 Retirement	96,249.16	19,249.83	20%	20.00%	16,833.44	79,415.72		
17 Adult Education	15,097.54	0.00	35%	0.00%	15,097.54	203.28	0.00	0.00
19 Non-Operating	0.00	0.00	N/A	0.00%	0.00	0.00	0.00	0.00
28 Technology	2,224.82	0.00	N/A	0.00%	1,638.18	586.64	0.00	0.00
29 Flexibility	11,727.89	0.00	N/A	0.00%	11,473.41	254.48	0.00	0.00
61 Building Reserve	76,062.38	0.00	N/A	0.00%	76,062.38	0.00	0.00	0.00
Total of All Funds	1,262,363.35	193,553.26			327,631.31	463,287.05	471,666.98	44.09

50 Debt Service								
Tax Jurisdiction								
	0.00	0.00	20-9-438	0.00%	0.00	0.00	0.00	0.00



Budget Report

FY 2021

56 Yellowstone

0981 Elysian Elem

Submit ID: 0981-55213570

Due Dates:

Board of Trustees adopts Final Budget no later than August 25th before: computation of GF levy requirement by Cty Supt. & the fixing of district tax levies. (MCA 20-9-131)

Board of Trustees transmits to County Supt. within 3 days after final approval. (MCA 20-9-131)

County Supt. transmits to County Commissioners by the later of the 1st Tuesday in September or within 30 calendar days after receipt of certified taxable values. (MCA 20-9-142)

County Supt. transmits to Office of Public Instruction on or before September 15th. (MCA 20-9-134)

District ANB And Taxable Valuation

	ANB		Taxable Valuation
	EL	HS	
District:	418	N/A	27,992,263

* indicates that the 3 year average ANB was used to calculate the budget limitations

The final budget is approved as set forth in this document.

Certification

District Clerk:

Laurie Hickethier
(Signature)

Laurie Hickethier

8/11/2020
(Date)

Chairperson, School Trustees:

Monica Lieske
(Signature)

Brad McCall

Monica Lieske
08/11/2020
(Date)

County Superintendent:

Sherry Long
(Signature)

Sherry Long

AUG 19 2020
(Date)

Chairperson, County Commissioners:

Dennis Pitman
(Signature)

(Print)

December 8, 2020
(Date)

Name of Contact:

(Signature)

(Print)

(Phone)



Budget Report

FY 2021

56 Yellowstone
0981 Elysian Elem

Submit ID: 0981-55213570

General Fund Limits And Reserves Worksheet

PART I. Certified Budget Data

ANB By Budget Unit:

E1	ELYSIAN K-6	340
M1	ELYSIAN 7-8	78

* indicates that the 3 year average ANB was used to calculate the budget limitations

A.	Direct State Aid	(I-A)	1,195,629.12
B.	Mandatory Non-isolated Levy	(I-B)	0.00
C.	Quality Educator	(I-C)	107,387.00
D.	At Risk Student	(I-D)	6,530.66
E.	Indian Education For All	(I-E)	9,346.48
F.	American Indian Achievement Gap	(I-F)	4,180.00
G.	Data For Achievement	(I-G)	8,949.38
H.	State Special Education Allowable Cost Payment to Districts	(I-H)	63,903.84
I.	State Special Education Related-Services Payment To Coop	(I-I)	21,301.28
J.	District GTB Subsidy Per Elementary Base Mill	(I-J)	0.00
K.	District GTB Subsidy Per High School Base Mill	(I-K)	N/A

PART II. General Fund Budget Limits

Prior Year Budget Data:

A.	ANB	(II-A)	399
B.	BASE Budget Limit	(II-B)	2,220,003.17
C.	Maximum Budget Limit	(II-C)	2,768,038.75
D.	Over-BASE Levy As Submitted on Budget	(II-D)	334,653.40
E.	Adopted Budget	(II-E)	2,554,656.57

Current Year Budget Data:

F.	% Special Education in Maximum Budget	(II-F)	100%
G.	BASE Budget (Minimum Budget Amount Required)	(II-G)	2,374,207.81
H.	Maximum Budget Limit	(II-H)	2,960,287.98
I.	Highest Budget Without a Vote	(II-I)	2,708,861.21
J.	Highest Budget	(II-J)	2,960,287.98
K.	Highest Voted Amount	(II-K)	251,426.77
L.	Amount Approved on Ballot by Voters	(II-L)	0.00
M.	Adopted Budget	(II-M)	2,708,861.21



Budget Report FY 2021

56 Yellowstone

Submit ID: 0983-00620553

0983 Huntley Project K-12 Schools

Due Dates:

Board of Trustees adopts Final Budget no later than August 25th before: computation of GF levy requirement by Cty Supt. & the fixing of district tax levies. (MCA 20-9-131)

Board of Trustees transmits to County Supt. within 3 days after final approval. (MCA 20-9-131)

County Supt. transmits to County Commissioners by the later of the 1st Tuesday in September or within 30 calendar days after receipt of certified taxable values. (MCA 20-9-142)

County Supt. transmits to Office of Public Instruction on or before September 15th. (MCA 20-9-134)

District ANB And Taxable Valuation

	ANB		Taxable Valuation
	EL	HS	
District:	* 550	* 257	10,941,720

* indicates that the 3 year average ANB was used to calculate the budget limitations

The final budget is approved as set forth in this document.

Certification

District Clerk:

Rita Huck

Rita Huck
(Signature)

08/17/2020
(Date)

Chairperson, School Trustees:

Glint Johannes Tim Key

Tim Key
(Signature)

08/17/2020
(Date)

County Superintendent:

Sherry Long

Sherry Long
(Signature)

AUG 18 2020
(Date)

Chairperson, County Commissioners:

Denis Pitman
(Print)

(Signature)

December 8, 2020
(Date)

Name of Contact:

(Print)

(Signature)

(Phone)



Budget Report FY 2021

56 Yellowstone

Submit ID: 0983-00620553

0983 Huntley Project K-12 Schools

Summary

Fund [A]	Adopted Budget [B]	Total Reserves (961-966) [C]	Reserve Limit [D]	% of Adopted Budget Reserved (C/B) x 100 [E]	Unreserved Fund Balance Reappropriated (970) [F]	Other Revenue [G]	District Property Tax Requirements (B - F - G = H) If < 0, enter 0 [H]	District Mill Levies H / (TV x .001) [I]
01 General	5,918,218.65	1,081,317.91	10%	18.27%	79,182.09	4,632,005.71	1,207,030.85	110.28
10 Transportation	985,511.57	197,102.31	20%	20.00%	291,908.69	303,611.26	389,991.62	35.64
11 Bus Depreciation	675,541.10	0.00	N/A	0.00%	378,094.00	14,526.50	282,920.60	25.86
13 Tuition	307,431.04		N/A		177,913.00	15,612.50	113,905.54	10.41
14 Retirement	976,674.52	195,334.90	20%	20.00%	68,223.10	908,451.42		
17 Adult Education	36,000.00	0.00	35%	0.00%	21,505.00	946.50	13,548.50	1.24
19 Non-Operating	0.00	0.00	N/A	0.00%	0.00	0.00	0.00	0.00
28 Technology	94,474.00	0.00	N/A	0.00%	24,974.00	9,500.00	60,000.00	5.48
29 Flexibility	15,328.00	0.00	N/A	0.00%	15,328.00	0.00	0.00	0.00
61 Building Reserve	234,428.53	0.00	N/A	0.00%	118,457.00	61,380.65	54,590.88	4.99
Total of All Funds	9,243,607.41	1,473,755.12			1,175,584.88	5,946,034.54	2,121,987.99	193.90

50 Debt Service								
Tax Jurisdiction								
816001103	685,138.15	0.00	20-9-438	0.00%	98,624.00	124,667.50	461,846.65	42.21



Submitted Budget Report

FY 2021

56 Yellowstone

1241 Lockwood K-12

Submit ID: 1241-88362381



Due Dates:

Board of Trustees adopts Final Budget no later than August 25th before: computation of GF levy requirement by Cty Supt. & the fixing of district tax levies. (MCA 20-9-131)

Board of Trustees transmits to County Supt. within 3 days after final approval. (MCA 20-9-131)

County Supt. transmits to County Commissioners by the later of the 1st Tuesday in September or within 30 calendar days after receipt of certified taxable values. (MCA 20-9-142)

County Supt. transmits to Office of Public Instruction on or before September 15th. (MCA 20-9-134)

District ANB And Taxable Valuation

	ANB		Taxable Valuation
	EL	HS	
District:	1,222	228	26,029,319

* indicates that the 3 year average ANB was used to calculate the budget limitations

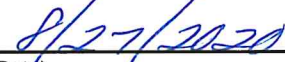
The final budget is approved as set forth in this document.

Certification

District Clerk:

Laurie Kvamme



(Signature)


(Date)

Chairperson, School Trustees:

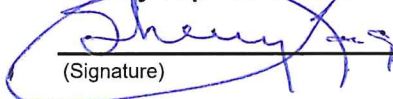
Tim Sather

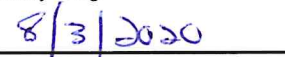

(Signature)


(Date)

County Superintendent:

Sherry Long



(Signature)


(Date)

Chairperson, County Commissioners:


(Print)

(Signature)


(Date)

Name of Contact:

(Print)

(Signature)

(Phone)



Budget Report

FY 2021

56 Yellowstone

1241 Lockwood K-12

Submit ID: 1241-88362381

Summary

Fund [A]	Adopted Budget [B]	Total Reserves (961-966) [C]	Reserve Limit [D]	% of Adopted Budget Reserved (C/B) x 100 [E]	Unreserved Fund Balance Reappropriated (970) [F]	Other Revenue [G]	District Property Tax Requirements (B - F - G = H) If < 0, enter 0 [H]	District Mill Levies H / (TV x .001) [I]
01 General	9,828,880.37	1,147,132.53	10%	11.67%	0.00	6,848,173.61	2,980,706.76	114.50
10 Transportation	986,795.00	197,359.00	20%	20.00%	83,740.09	369,212.76	533,842.15	20.51
11 Bus Depreciation	0.00	0.00	N/A	0.00%	0.00	0.00	0.00	0.00
13 Tuition	562,034.00		N/A		209,018.30	0.00	353,015.70	13.56
14 Retirement	1,473,935.00	294,787.00	20%	20.00%	135,663.11	1,338,271.89		
17 Adult Education	62,726.00	21,954.10	35%	35.00%	39,735.69	500.00	22,490.31	0.86
19 Non-Operating	0.00	0.00	N/A	0.00%	0.00	0.00	0.00	0.00
28 Technology	363,356.00	0.00	N/A	0.00%	274,655.37	13,700.63	75,000.00	2.88
29 Flexibility	332,341.00	0.00	N/A	0.00%	170,697.14	161,643.86	0.00	0.00
61 Building Reserve	736,038.80	0.00	N/A	0.00%	503,241.03	57,797.77	175,000.00	6.72
Total of All Funds	14,346,106.17	1,661,232.63			1,416,750.73	8,789,300.52	4,140,054.92	159.03

50 Debt Service								
Tax Jurisdiction								
K12 EL	692,728.75	10,505.22	20-9-438	1.52%	0.00	0.00	692,728.75	26.61
K12 HS	2,769,415.01	56,027.86	20-9-438	2.02%	0.01	0.00	2,769,415.00	106.40
EL	913,287.50	3,501.74	20-9-438	0.38%	0.00	0.00	913,287.50	35.09



Submitted Budget Report

FY 2021

56 Yellowstone

Submit ID: 1241-88362381

1241 Lockwood K-12



Due Dates:

Board of Trustees adopts Final Budget no later than August 25th before: computation of GF levy requirement by Cty Supt. & the fixing of district tax levies. (MCA 20-9-131)

Board of Trustees transmits to County Supt. within 3 days after final approval. (MCA 20-9-131)

County Supt. transmits to County Commissioners by the later of the 1st Tuesday in September or within 30 calendar days after receipt of certified taxable values. (MCA 20-9-142)

County Supt. transmits to Office of Public Instruction on or before September 15th. (MCA 20-9-134)

District ANB And Taxable Valuation

	ANB		Taxable Valuation
	EL	HS	
District:	1,222	228	26,029,319

* indicates that the 3 year average ANB was used to calculate the budget limitations

The final budget is approved as set forth in this document.

Certification

District Clerk:

Laurie Kvamme

L. Kvamme
(Signature)

8/27/2020
(Date)

Chairperson, School Trustees:

Tim Sather

T. Sather
(Signature)

27 Aug 2020
(Date)

County Superintendent:

Sherry Long

Sherry Long
(Signature)

8/31/2020
(Date)

Chairperson, County Commissioners:

Deni's Pitman
(Print)

(Signature)

December 8, 2020
(Date)

Name of Contact:

(Print)

(Signature)

(Phone)



Budget Report

FY 2021

56 Yellowstone

1241 Lockwood K-12

Submit ID: 1241-88362381

Summary

Fund [A]	Adopted Budget [B]	Total Reserves (961-966) [C]	Reserve Limit [D]	% of Adopted Budget Reserved (C/B) x 100 [E]	Unreserved Fund Balance Reappropriated (970) [F]	Other Revenue [G]	District Property Tax Requirements (B - F - G = H) If < 0, enter 0 [H]	District Mill Levies H / (TV x .001) [I]
01 General	9,828,880.37	1,147,132.53	10%	11.67%	0.00	6,848,173.61	2,980,706.76	114.50
10 Transportation	986,795.00	197,359.00	20%	20.00%	83,740.09	369,212.76	533,842.15	20.51
11 Bus Depreciation	0.00	0.00	N/A	0.00%	0.00	0.00	0.00	0.00
13 Tuition	562,034.00		N/A		209,018.30	0.00	353,015.70	13.56
14 Retirement	1,473,935.00	294,787.00	20%	20.00%	135,663.11	1,338,271.89		
17 Adult Education	62,726.00	21,954.10	35%	35.00%	39,735.69	500.00	22,490.31	0.86
19 Non-Operating	0.00	0.00	N/A	0.00%	0.00	0.00	0.00	0.00
28 Technology	363,356.00	0.00	N/A	0.00%	274,655.37	13,700.63	75,000.00	2.88
29 Flexibility	332,341.00	0.00	N/A	0.00%	170,697.14	161,643.86	0.00	0.00
61 Building Reserve	736,038.80	0.00	N/A	0.00%	503,241.03	57,797.77	175,000.00	6.72
Total of All Funds	14,346,106.17	1,661,232.63			1,416,750.73	8,789,300.52	4,140,054.92	159.03

50 Debt Service								
Tax Jurisdiction								
K12 EL	692,728.75	10,505.22	20-9-438	1.52%	0.00	0.00	692,728.75	26.61
K12 HS	2,769,415.01	56,027.86	20-9-438	2.02%	0.01	0.00	2,769,415.00	106.40
EL	913,287.50	3,501.74	20-9-438	0.38%	0.00	0.00	913,287.50	35.09



Submitted Budget Report

FY 2021

56 Yellowstone

0985 Shepherd Elem

Submit ID: 0985-16492170

Summary

Fund [A]	Adopted Budget [B]	Total Reserves (961-966) [C]	Reserve Limit [D]	% of Adopted Budget Reserved (C/B) x 100 [E]	Unreserved Fund Balance Reappropriated (970) [F]	Other Revenue [G]	District Property Tax Requirements (B - F - G = H) If < 0, enter 0 [H]	District Mill Levies H / (TV x .001) [I]
01 General	3,608,318.13	355,475.38	10%	9.85%	0.00	3,206,801.08	401,517.05	62.11
10 Transportation	361,678.00	72,335.60	20%	20.00%	39,880.57	142,557.56	179,239.87	27.73
11 Bus Depreciation	453,700.75	0.00	N/A	0.00%	259,915.50	0.00	193,785.25	29.98
13 Tuition	116,000.00		N/A		21,459.35	0.00	94,540.65	14.63
14 Retirement	600,000.00	120,000.00	20%	20.00%	117,749.46	482,250.54		
17 Adult Education	0.00	0.00	35%	0.00%	0.00	0.00	0.00	0.00
19 Non-Operating	0.00	0.00	N/A	0.00%	0.00	0.00	0.00	0.00
28 Technology	102,498.59	0.00	N/A	0.00%	50,429.08	3,513.20	48,556.31	7.51
29 Flexibility	10,031.29	0.00	N/A	0.00%	9,737.23	294.06	0.00	0.00
61 Building Reserve	156,956.51	0.00	N/A	0.00%	82,061.20	47,070.66	27,824.65	4.31
Total of All Funds	5,409,183.27	547,810.98			581,232.39	3,882,487.10	945,463.78	146.27

50 Debt Service								
Tax Jurisdiction								
37	584,710.00	0.00	20-9-438	0.00%	0.00	0.00	584,710.00	90.47



FY 2021

56 Yellowstone

0986 Shepherd H S

Submit ID: 0986-43107899

Due Dates:

Board of Trustees adopts Final Budget no later than August 25th before: computation of GF levy requirement by Cty Supt. & the fixing of district tax levies. (MCA 20-9-131)

Board of Trustees transmits to County Supt. within 3 days after final approval. (MCA 20-9-131)

County Supt. transmits to County Commissioners by the later of the 1st Tuesday in September or within 30 calendar days after receipt of certified taxable values. (MCA 20-9-142)

County Supt. transmits to Office of Public Instruction on or before September 15th. (MCA 20-9-134)

District ANB And Taxable Valuation

	ANB		Taxable Valuation
	EL	HS	
District:	N/A	264	8,387,078

* indicates that the 3 year average ANB was used to calculate the budget limitations

The final budget is approved as set forth in this document.

Certification

District Clerk:

Janice Ripley

(Signature)

(Date)

Chairperson, School Trustees:

Carl Openshaw

(Signature)

(Date)

County Superintendent:

Sherry Long

(Signature)

(Date)

Chairperson, County Commissioners:

(Print)

(Signature)

(Date)

Name of Contact:

(Print)

(Signature)

(Phone)



Submitted Budget Report

FY 2021

56 Yellowstone

0986 Shepherd H S

Submit ID: 0986-43107899

Summary

Fund [A]	Adopted Budget [B]	Total Reserves (961-966) [C]	Reserve Limit [D]	% of Adopted Budget Reserved (C/B) x 100 [E]	Unreserved Fund Balance Reappropriated (970) [F]	Other Revenue [G]	District Property Tax Requirements (B - F - G = H) If < 0, enter 0 [H]	District Mill Levies H / (TV x .001) [I]
01 General	2,320,790.27	221,535.96	10%	9.55%	0.00	1,788,244.48	532,545.79	63.48
10 Transportation	306,177.00	61,235.40	20%	20.00%	31,758.14	44,276.85	230,142.01	27.44
11 Bus Depreciation	448,921.18	0.00	N/A	0.00%	255,135.93	0.00	193,785.25	23.11
13 Tuition	99,000.00		N/A		63,558.48	0.00	35,441.52	4.23
14 Retirement	500,000.00	100,000.00	20%	20.00%	216,656.48	283,343.52		
17 Adult Education	18,000.00	5,950.00	35%	33.06%	15,014.89	0.00	2,985.11	0.36
19 Non-Operating	0.00	0.00	N/A	0.00%	0.00	0.00	0.00	0.00
28 Technology	95,869.06	0.00	N/A	0.00%	59,421.41	2,891.34	33,556.31	4.00
29 Flexibility	7,092.72	0.00	N/A	0.00%	6,962.29	130.43	0.00	0.00
61 Building Reserve	87,094.63	0.00	N/A	0.00%	45,696.71	29,289.64	12,108.28	1.44
Total of All Funds	3,882,944.86	388,721.36			694,204.33	2,148,176.26	1,040,564.27	124.06

50 Debt Service								
Tax Jurisdiction								
37	281,863.33	0.00	20-9-438	0.00%	139.83	0.00	281,723.50	33.59



Budget Report FY 2021

56 Yellowstone

0987 Pioneer Elem

Submit ID: 0987-43278785



Due Dates:

Board of Trustees adopts Final Budget no later than August 25th before computation of GF levy requirement by Cty Supt. & the fixing of district tax levies. (MCA 20-9-131)
Board of Trustees transmits to County Supt. within 3 days after final approval. (MCA 20-9-131)
County Supt. transmits to County Commissioners by the later of the 1st Tuesday in September or within 30 calendar days after receipt of certified taxable values. (MCA 20-9-142)
County Supt. transmits to Office of Public Instruction on or before September 15th. (MCA 20-9-134)

District ANB And Taxable Valuation

	ANB		Taxable Valuation
	EL	HS	
District:	74	N/A	1,923,776

* indicates that the 3 year average ANB was used to calculate the budget limitation

The final budget is approved as set forth in this document.

Certification

District Clerk:

Marilyn R. Michael
(Signature)

Marilyn Michael

8-11-2020
(Date)

Chairperson, School Trustees:

Kari Jones
(Signature)

Kari Jones

8-11-2020
(Date)

County Superintendent:

Sherry Long
(Signature)

Sherry Long

AUG 11 2020
(Date)

Chairperson, County Commissioners:

Deni's Pitman
(Signature)

Deni's Pitman
(Print)
December 8, 2020
(Date)

Name of Contact:

Melissa Schnitzmeier
(Signature)

Melissa Schnitzmeier, Superintendent
(Print)

373-5357
(Phone)



Budget Report

FY 2021

56 Yellowstone

0987 Pioneer Elem

Submit ID: 0987-43278785

Summary

Fund [A]	Adopted Budget [B]	Total Reserves (961-966) [C]	Reserve Limit [D]	% of Adopted Budget Reserved (C/B) x 100 [E]	Unreserved Fund Balance Reappropriated (970) [F]	Other Revenue [G]	District Property Tax Requirements (B - F - G = H) If < 0, enter 0 [H]	District Mill Levies H / (TV x .001) [I]
01 General	498,397.97	38,502.80	10%	7.73%	0.00	347,139.23	151,258.74	78.62
10 Transportation	70,000.00	14,000.00	20%	20.00%	21,963.49	14,365.69	33,670.82	17.50
11 Bus Depreciation	112,330.40	0.00	N/A	0.00%	112,330.40	0.00	0.00	0.00
13 Tuition	75,920.00		N/A		1,989.16	0.00	73,930.84	38.43
14 Retirement	72,050.00	12,000.00	20%	16.66%	502.44	71,547.56		
17 Adult Education	6,000.00	1,803.18	35%	30.05%	0.00	0.00	6,000.00	3.12
19 Non-Operating	0.00	0.00	N/A	0.00%	0.00	0.00	0.00	0.00
28 Technology	8,488.70	0.00	N/A	0.00%	1,049.96	438.74	7,000.00	3.64
29 Flexibility	17,099.76	0.00	N/A	0.00%	17,099.76	0.00	0.00	0.00
61 Building Reserve	22,692.91	0.00	N/A	0.00%	1,694.88	14,885.65	6,112.38	3.18
Total of All Funds	882,979.74	66,305.98			156,630.09	448,376.87	277,972.78	144.49

50 Debt Service								
Tax Jurisdiction								
	0.00	0.00	20-9-438	0.00%	0.00	0.00	0.00	0.00



Budget Report

FY 2021

56 Yellowstone

0989 Independent Elem

Submit ID: 0989-24386874

Due Dates:

Board of Trustees adopts Final Budget no later than August 25th before: computation of GF levy requirement by Cty Supt. & the fixing of district tax levies. (MCA 20-9-131)

Board of Trustees transmits to County Supt. within 3 days after final approval. (MCA 20-9-131)

County Supt. transmits to County Commissioners by the later of the 1st Tuesday in September or within 30 calendar days after receipt of certified taxable values. (MCA 20-9-142)

County Supt. transmits to Office of Public Instruction on or before September 15th. (MCA 20-9-134)

District ANB And Taxable Valuation

	ANB		Taxable Valuation
	EL	HS	
District:	324	N/A	5,110,171

* indicates that the 3 year average ANB was used to calculate the budget limitations

The final budget is approved as set forth in this document.

Certification

District Clerk:

Debi Orelup
(Signature)

Debi Orelup

8/18/2020
(Date)

Chairperson, School Trustees:

Renee Scott
(Signature)

Renee Scott

8/18/20
(Date)

County Superintendent:

Sherry Long
(Signature)

Sherry Long

8/21/2020
(Date)

Chairperson, County Commissioners:

Dennis Pitman
(Signature)

Dennis Pitman
(Print)
December 8, 2020
(Date)

Name of Contact:

(Signature)

(Print)

(Phone)



Budget Report

FY 2021

56 Yellowstone

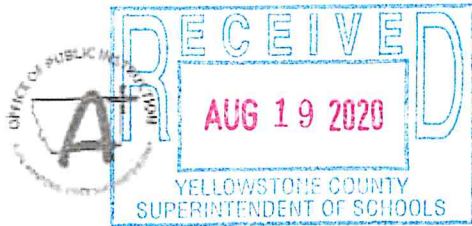
Submit ID: 0989-24386874

0989 Independent Elem

Summary

Fund [A]	Adopted Budget [B]	Total Reserves (961-966) [C]	Reserve Limit [D]	% of Adopted Budget Reserved (C/B) x 100 [E]	Unreserved Fund Balance Reappropriated (970) [F]	Other Revenue [G]	District Property Tax Requirements (B - F - G = H) If < 0, enter 0 [H]	District Mill Levies H / (TV x .001) [I]
01 General	1,882,019.00	166,085.25	10%	8.82%	0.00	1,536,104.96	345,914.04	67.69
10 Transportation	136,710.00	27,342.00	20%	20.00%	31,259.64	43,711.00	61,739.36	12.08
11 Bus Depreciation	0.00	0.00	N/A	0.00%	0.00	0.00	0.00	0.00
13 Tuition	192,015.00		N/A		76,962.61	0.00	115,052.39	22.51
14 Retirement	293,145.00	58,629.00	20%	20.00%	30,841.41	262,303.59		
17 Adult Education	0.00	0.00	35%	0.00%	0.00	0.00	0.00	0.00
19 Non-Operating	0.00	0.00	N/A	0.00%	0.00	0.00	0.00	0.00
28 Technology	16,756.92	0.00	N/A	0.00%	12,007.05	4,749.87	0.00	0.00
29 Flexibility	0.00	0.00	N/A	0.00%	0.00	0.00	0.00	0.00
61 Building Reserve	285,712.14	0.00	N/A	0.00%	238,212.14	23,330.90	24,169.10	4.73
Total of All Funds	2,806,358.06	252,056.25			389,282.85	1,870,200.32	546,874.89	107.01

50 Debt Service								
Tax Jurisdiction								
52 Elem	285,475.00	4,163.77	20-9-438	1.46%	0.00	0.00	285,475.00	55.86



Budget Report FY 2021

56 Yellowstone

Submit ID: 1196-93342307

1196 Yellowstone Academy Elem

Due Dates:

Board of Trustees adopts Final Budget no later than August 25th before: computation of GF levy requirement by Cty Supt. & the fixing of district tax levies. (MCA 20-9-131)
Board of Trustees transmits to County Supt. within 3 days after final approval. (MCA 20-9-131)
County Supt. transmits to County Commissioners by the later of the 1st Tuesday in September or within 30 calendar days after receipt of certified taxable values. (MCA 20-9-142)
County Supt. transmits to Office of Public Instruction on or before September 15th. (MCA 20-9-134)

District ANB And Taxable Valuation

	ANB		Taxable Valuation
	EL	HS	
District:	56	N/A	11,524

* indicates that the 3 year average ANB was used to calculate the budget limitation

The final budget is approved as set forth in this document.

Certification

District Clerk:

[Signature]
(Signature)

8-19-20
(Date)

Chairperson, School Trustees:

[Signature]
(Signature)

John Bailey Mitch Burns
8/19/2020
(Date)

County Superintendent:

[Signature]
(Signature)

Sherry Long
AUG 19 2020
(Date)

Chairperson, County Commissioners:

[Signature]
(Signature)

Denis Pitman
(Print)
December 8, 2020
(Date)

Name of Contact:

[Signature]
(Signature)

[Signature]
(Print)
[Signature]
(Phone)



Budget Report FY 2021

56 Yellowstone

Submit ID: 1196-93342307

1196 Yellowstone Academy Elem

Summary

Fund [A]	Adopted Budget [B]	Total Reserves (961-966) [C]	Reserve Limit [D]	% of Adopted Budget Reserved (C/B) x 100 [E]	Unreserved Fund Balance Reappropriated (970) [F]	Other Revenue [G]	District Property Tax Requirements (B - F - G = H) If < 0, enter 0 [H]	District Mill Levies H / (TV x .001) [I]
01 General	699,797.65	33,889.33	10%	4.84%	0.00	699,370.46	427.19	37.74
10 Transportation	0.00	0.00	20%	0.00%	0.96	0.00	0.00	0.00
11 Bus Depreciation	0.00	0.00	N/A	0.00%	0.00	0.00	0.00	0.00
13 Tuition	0.00		N/A		0.00	0.00	0.00	0.00
14 Retirement	230,000.00	46,000.00	20%	20.00%	14,052.89	215,947.11		
17 Adult Education	0.00	0.00	35%	0.00%	0.00	0.00	0.00	0.00
19 Non-Operating	0.00	0.00	N/A	0.00%	0.00	0.00	0.00	0.00
28 Technology	4,863.18	0.00	N/A	0.00%	4,268.38	594.80	0.00	0.00
29 Flexibility	5.84	0.00	N/A	0.00%	5.84	0.00	0.00	0.00
61 Building Reserve	0.00	0.00	N/A	0.00%	0.00	0.00	0.00	0.00
Total of All Funds	934,666.67	79,889.33			18,328.07	915,912.37	427.19	37.74

50 Debt Service

Tax Jurisdiction

	0.00	0.00	20-9-438	0.00%	0.00	0.00	0.00	0.00
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B.O.C.C. Regular

Agenda Item 5.

Meeting Date: 12/08/2020

Title: Yellowstone County & City of Laurel MV office space agreement

Submitted For: Sherry Long, Treasurer

Submitted By: Sherry Long, Treasurer

TOPIC:

Agreement between Yellowstone County & City of Laurel for Motor Vehicle Office Space

BACKGROUND:

see attachment

RECOMMENDED ACTION:

approve

Attachments

extention agreement

**SECOND EXTENSION OF AGREEMENT BETWEEN THE CITY OF LAUREL AND YELLOWSTONE
COUNTY FOR LEASING OF SPACE FOR SATELLITE COUNTY TREASURER'S OFFICE**

WHEREFORE on January 4, 2011 the City of Laurel ("City") and Yellowstone County ("County") (collectively the "Parties") entered into an agreement ("Agreement" attached) providing for the use of office space owned by the City by the County for housing a satellite branch of the Yellowstone County Treasurer's Office, Motor Vehicle Division for a period of five (5) years; and,

WHEREFORE on December 15, 2015, the Parties extended that Agreement's term an additional five (5) year period ("Extension" attached);

The Parties now mutually wish to enter into a second extension of the Agreement term. This second extension shall begin upon the expiration of the Extension, or January 4, 2021 and shall run for an additional period of five (5) years. The parties mutually agree to an option to extend this Second Extension, upon the expiration of this extension.

Other than the new term of this second extension, the original terms of the January 4, 2011 agreement shall remain in full force and effect.

Dated this 8th day of December 2020.

YELLOWSTONE COUNTY

Denis Pitman, Chair

John Ostlund, Commissioner

Donald W. Jones, Commissioner

CITY OF LAUREL

Mayor

Attest:

Jeff Martin, Clerk and Recorder

Attest:

Clerk

B.O.C.C. Regular

Agenda Item 6.

Meeting Date: 12/08/2020

Title: PARS

Submitted By: Teri Reitz, Board Clerk

TOPIC:

PERSONNEL ACTION REPORT - Youth Services Center - 1 Appointment; Detention Facility - 4 Terminations; Sheriff's Office - 3 Appointments, 1 Salary & Other

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

PARS

NOV 25 2020

**YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT**

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Christina Taylor Effective Date: 11/16/2020
 Current Title: Counselor Supervisor Gr. G Salary \$ 27.74
 Title Change: _____ Gr. G Salary \$ 28.74

Check as Applicable:

Regular Full Time: ☒ New Hire: _____
 Regular Part Time: _____ Rehire: _____

Temp Full Time: _____ Termination: _____
 Temp Part Time: _____ Promotion: _____

Seasonal Hire: _____

Replaces position _____ Transfer: _____
 Name _____

New Budgeted Position _____ Demotion: _____

Other: Hourly Raise Reclassification: _____

Funding: 2399 - 235 - 42020 - 111 Percent 100% New Account _____
 _____ - _____ - _____ Percent _____ Split Account _____

Anna Kelly for Val Weber 11/23/2020
 Elected Official/Department Head _____ Date _____

Section 2

Human Resources: _____ Finance: _____

Note: See attached Note: _____

Director Stiggins 11-24-20 Director _____ Date _____
 H.R. Comments: _____ Commissioner's Action
 Approve _____ Disapprove _____

Chair _____

Date entered in payroll _____ Member _____

Clerk & Recorder - original _____

Human Resources - canary _____

Auditor - pink _____

Department - goldenrod _____

PAR dated November 16, 2020 for Christina Taylor

The \$1.00 increase is an equity adjustment based on Person In Charge Pay which is \$0.75 cents per hour (P.I.C. Pay at Youth Services).

What happened is when Ms. Taylor was promoted there was no PIC Pay and she received the appropriate promotional increase at the time. Later when PIC pay was implemented an employee that was receiving PIC pay would get promoted and the PIC pay was included in the promotional increase, it was not subtracted, and then promotion calculated. This additional \$0.75 PIC pay caused new Counselor Supervisors to make more than Ms. Taylor.

This PAR will adjust the variance cause by the PIC pay. I talked to the Commissioners and In-House County Attorney about this issue.

From: Val Weber <vweber@co.yellowstone.mt.gov>
Sent: Friday, November 20, 2020 9:14 AM
To: Dwight Vigness <dvigness@co.yellowstone.mt.gov>
Subject: FW: Wages

Dwight,

I feel strongly that we need to correct this situation with Tina. Obviously, this is a result of the wage calculation process. However, I believe that paying new supervisors more than an experienced supervisor of 17 years is not acceptable.

I propose that we give her a \$1 per hour raise. This would raise her hourly rate a mere 25 cents above her less experienced coworkers. If we consider a smaller raise, it would only bring her to parity with the others. I strongly feel that she should be making more.

Please let me know how to proceed.

Thanks!

Val

Sent from my Verizon, Samsung Galaxy smartphone

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

NOV 23 2020

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: ANGEL, KIRA Effective Date: 12/04/2020
Current Title: Detention Officer Gr. Salary \$ 21.56/HR
Title Change: Gr. Salary \$

Check as Applicable:

Regular Full Time: XX New Hire:
Regular Part Time: Rehire:

Temp Full Time:
Temp Part Time: Termination: XX
(Voluntary)

Seasonal Hire: Promotion:

Replaces position Transfer:

Name Demotion:

New Budgeted Position

Other: Reclassification:

Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account
 - - - - - Percent Split Account

Lt. S. Madigan
Elected Official/Department Head

11/20/2020
Date

Section 2

Human Resources:

Finance:

Note:

Note:

Madigan 11-23-20
Director Date

Karen Loya 11/25/20
Director Date

H.R. Comments:

Commissioner's Action
Approve Disapprove

Chair

Date entered in payroll

Clerk & Recorder - original

Human Resources - canary

Auditor - pink

Member
Member

Department - goldenrod

NOV 30 2020

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: GREENE, BRICE Effective Date: 12/5/2020
Current Title: Detention Officer Gr. Salary \$ 20.65/HR
Title Change: Gr. Salary \$

Check as Applicable:

Regular Full Time: XX New Hire:
Regular Part Time: Rehire:
Temp Full Time: Termination: XX
Temp Part Time: (Voluntary)
Seasonal Hire: Promotion:
Replaces position Name Transfer:
New Budgeted Position Demotion:

Other: Reclassification:

Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account
 - - Percent Split Account

W. S. McQueen Date 11/25/2020
Elected Official/Department Head

Section 2

Human Resources: Finance:

Note: Note:
 Director Date
 Director Date

H.R. Comments: Commissioner's Action
 Approve Disapprove

 Chair
 Member
 Member

Date entered in payroll
Clerk & Recorder - original
Human Resources - canary
Auditor - pink
Department - goldenrod

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

NOV 30 2020

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: ALDEN, DEEVER Effective Date: 11/24/2020
Current Title: Detention Officer Gr. Salary \$ 20.45
Title Change: Gr. Salary \$

Check as Applicable:

Regular Full Time: XX New Hire:
Regular Part Time: Rehire:
Temp Full Time: Termination: XX
Temp Part Time: (Voluntary)
Seasonal Hire: Promotion:

Replaces position Transfer:
Name Demotion:
New Budgeted Position

Other: Reclassification:

Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account
 - - - - - Percent Split Account

[Signature]
Elected Official/Department Head

11/25/2020
Date

Section 2

Human Resources:

Finance:

Note:
Delayed 11-27-20
Director Date

Note:
Karen Bynum 11/27/20
Director Date

H.R. Comments:

Commissioner's Action
Approve Disapprove

Date entered in payroll
Clerk & Recorder - original
Human Resources - canary
Auditor - pink
Department - goldenrod

Chair
Member
Member

NOV 25 2020

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: MAYO, Killian D Effective Date: 12/21/2020
Current Title: Deputy Sheriff Gr. Salary \$ 26.29/HR
Title Change: Gr. Salary \$

Check as Applicable:

Regular Full Time: XX New Hire: XX

Regular Part Time: Rehire:

Temp Full Time: Termination:

Temp Part Time: Promotion:

Seasonal Hire: Transfer:

Replaces position Demotion:

Name Reclassification:

New Budgeted Position XX

FY 20 21

Other:

Funding: 2300 - 132 - 420150 - 111 Percent 100 New Account
Percent Split Account

Pat O'Dell 3-15 11-19-20

Elected Official/Department Head Date

Section 2

Human Resources:

Finance:

Note: RHS FOLLOWED DK

Note:

Director Date 11-25-20

Director Date 11/25/20

H.R. Comments:

Commissioner's Action
Approve Disapprove

Chair

Date entered in payroll

Clerk & Recorder - original

Human Resources - canary

Auditor - pink

Department - goldenrod

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

NOV 23 2020

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: JAM, Kevin A Effective Date: 12/21/2020
Current Title: Deputy Sheriff Gr. Salary \$ 26.29/HR
Title Change: Gr. Salary \$

Check as Applicable:

Regular Full Time: XX New Hire: XX
Regular Part Time:

Temp Full Time: Rehire:
Temp Part Time: Termination:

Seasonal Hire: Promotion:

Replaces position Name RICHTER XX Transfer:

New Budgeted Position Demotion:

Other: Reclassification:

Funding: 2300 - 132 - 420150 - 111 Percent 100 New Account
Percent Split Account

Elected Official/Department Head Date 11-19-20

Section 2

Human Resources:

Finance:

Note: R45 FOLLOWED - TK

Note:

Director Date 11-25-20

Director Date 11/25/20

H.R. Comments:

Commissioner's Action
Approve Disapprove

Chair

Date entered in payroll

Clerk & Recorder - original

Human Resources - canary

Auditor - pink

Department - goldenrod

NOV 25 2020

YELLOWSTONE COUNTY PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: BURKE, GARY Effective Date: 12/16/2020
 Current Title: Sergeant/Diff Gr. Salary \$ 32.11/HR
 Title Change: Detective Gr. Salary \$ 30.05/HR

Check as Applicable:

Regular Full Time: XX New Hire:
 Regular Part Time: Rehire:
 Temp Full Time: Termination:
 Temp Part Time: Promotion:
 Seasonal Hire: Transfer:
 Replaces position Name Demotion:
 New Budgeted Position

Other: Replc Smart, B XX Reclassification:

Funding: 2300 - 131 - 420140 - 111 Percent 100 New Account
 - - - - - Percent Split Account

Val D. Diff / 315

Elected Official/Department Head Date 11-19-20

Section 2

Human Resources:

Note:
Shogrin 11-25-20 Date
 Director

H.R. Comments:

Finance:

Note: Date
Kelan Bays 11/25/20
 Director

Commissioner's Action
 Approve Disapprove

Chair
 Member
 Member

Date entered in payroll
 Clerk & Recorder - original
 Human Resources - canary
 Auditor - pink
 Department - goldenrod